

Town of Secaucus
CONSENT AGENDA – 1/7/20

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 Councilman William McKeever to serve as Acting Mayor for any absence of Mayor Michael Gonnelli during the year 2020
- 2) Resolution designating the Jersey Journal, a newspaper published and circulated in the County of Hudson, State of New Jersey, as the official newspaper of the Town of Secaucus
- 3) Resolution authorizing the Chief Financial Officer to issue relevant manual payments and report them to governing body on a monthly basis
- 4) Resolution designating the official depositories for the funds of the Town of Secaucus in the year 2020
- 5) Resolution authorizing Mayor Michael Gonnelli and/or the Town Administrator to sign all contracts on behalf of the Town of Secaucus
- 6) Resolution approving the Rules and Regulations for the year 2020
- 7) A resolution on behalf of the Town of Secaucus for approval of the use of contracts authorized under the State of New Jersey Cooperative Purchasing Program
- 8) A resolution on behalf of the Town of Secaucus authorizing the award of a Non-Fair and Open Contract for the provision of snacks for the Secaucus After Care Program for the 2020-2021 school year to Natoli's Catering
- 9) A resolution on behalf of the Town of Secaucus authorizing the award of a Non-Fair and Open Contract for Court Interpreting Services
- 10) A resolution on behalf of the Town of Secaucus authorizing the award of a contract for the replacement of a storm water pump at Born Street Pump Station with Rapid Pump & Meter Service Co., Inc.
- 11) A resolution on behalf of the Town of Secaucus for approval of Change Order #3 to a contract with Captain Construction for the 2019 Road Program, 9th Street
- 12) A resolution on behalf of the Town of Secaucus authorizing installation of a fire hydrant on Castle Road, 586 feet of New County Road
- 13) A resolution on behalf of the Town of Secaucus for the continuing appointment of Court Attendants
- 14) Resolution reappointing Niko Gonzalez to the Seasonal Part-Time Position in the Recreation Basketball/Winter Sports Programs, retro to December 21, 2019, payable by voucher, the hourly rate of \$10.00 (increase rate to \$10.30/Hour January 1, 2020)
- 15) Resolution reappointing Seasonal Part Time Positions of Custodian and Lifeguards to the Secaucus Recreation Center and Custodial and Clerical positions to the Secaucus Ice Rink

- 16) A resolution on behalf of the Town of Secaucus for approval of a bylaw amendment to the Suburban Essex Joint Insurance Fund
- 17) A resolution of support on behalf of the Town of Secaucus authorizing the Sustainable Jersey Grant Application
- 18) A resolution authorizing interest rate/grace period/year-end penalty
- 19) A resolution approving maintenance lien overpayment refund
- 20) A resolution on behalf of the Town of Secaucus authorizing the designation of Anna Territola as the Petty Cash Custodian for the Finance Department
- 21) A resolution on behalf of the Town of Secaucus approving senior citizen deduction for a specified person
- 22) Resolution appointing Peter Maraldo, Christopher Miller, Dwight Wise, David Delseni, Michael Borrelli and Jason Mitchell to the positions of Probationary Police Officer, effective January 7, 2020, each at the annual salary of \$35,000.00
- 23) Resolution appointing Patrick DeBlasio to the Part-Time Position of Chief Financial Officer, effective January 7, 2020, at the annual salary of \$45,000.00
- 24) Resolution authorizing the settlement of the tax appeal regarding Lot 2.01 in Block 46 as set forth on the official tax maps of the Town of Secaucus owned by Sinai Associates, Inc.
- 25) Transfer Resolution
- 26) Resolution promoting Sheetal Nagpal to the Full-Time Salary Position as Director of Finance/Treasurer, effective January 7, 2020, at the annual salary of \$80,000.00, inclusive of overtime

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - JANUARY 7, 2020
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

APPROVAL OF MINUTES

Resolution to approve the minutes of the Regular Meetings of November 12, 2019, November 26, 2019 and December 16, 2019

ORDINANCES FOR INTRODUCTION

Ordinance No. 2020-1: 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 handicapped parking spots on Second Street, Chestnut Street and Minnie Place)

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

BINGO/RAFFLE APPLICATIONS

- 1) Application for a Casino Night to be held on February 26, 2020, sponsored by the Rotary Club of Secaucus
- 2) Application for a Casino Night to be held on March 7, 2020, sponsored by the Guma Foundation, Inc.
- 3) Application for an On-Premise 50/50 to be held on February 7, 2020, sponsored by the Huber Street School PTA
- 4) Application for an On-Premise Draw Raffle to be held on February 7, 2020, sponsored by the Huber Street School PTA

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Secaucus Board of Education to use the Ice Rink on January 25, 2020 for the Saint Jude Fundraiser

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, that the minutes of the Regular Meetings of November 12, 2019, November 26, 2019 and December 16, 2019 are hereby approved.

January 7, 2020

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 January 7, 2020.

Town Clerk

Mayor

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

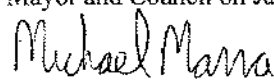
Resolution No. 2020-2

**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 Councilman William McKeever is hereby authorized to serve as Acting Mayor for any absence of Mayor Michael Gonnelli, during the year 2020.

January 7, 2020

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 January 7, 2020.



Town Clerk



Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasic	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Resolution No. 2020-3

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that The Jersey Journal, a newspaper published and circulated in the County of Hudson, State of New Jersey, is designated as the official newspaper of the Town of Secaucus, in the County of Hudson, New Jersey.

January 7, 2020

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 January 7, 2020.

Michael Manna

Town Clerk



Mayor

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

Resolution No. 2020-4

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

WHEREAS, it is occasionally necessary for manual checks to be written for the purposes of insurance, postage, lease agreements, permit and license fees, payroll fees, office supplies, contingency expenses in the immediate interest of health, safety and welfare, replenishment of petty cash and other essential town expenses; and

WHEREAS, it is desirable that the Chief Financial Officer notify the Governing Body of all manual checks written in the form of a report included with the monthly bill list.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus hereby authorize the Chief Financial Officer to issue relevant manual payments and report them to the governing body on a monthly basis.

January 7, 2020

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 January 7, 2020.

Michael Marra

Town Clerk

[Signature]
Mayor

Motion: <i>MD</i>	Yes	No	Abstain	Absent
Second: <i>WM</i>				
Councilman Cestantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman DeInert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Resolution No. 2020-5

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson and the State of New Jersey, that the following banking institutions are hereby designated as official depositories for the funds of the Town of Secaucus in the year 2020:

Capital One Bank
TD Bank NA
PNC Bank (Payroll)

BE IT FURTHER RESOLVED, that this resolution shall take effect on January 1, 2020.

January 7, 2020

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 January 7, 2020.

Michael Marra [Signature]
Town Clerk Mayor

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

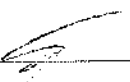
Resolution No. 2020-6

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, that Mayor Michael Gonnelli and/or the Town Administrator are hereby authorized to sign all contracts on behalf of the Town of Secaucus.

January 7, 2020

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 January 7, 2020.

Michael Marra 
Town Clerk Mayor

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

2020-7

TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the attached Rules and Regulations which are available for public inspection in the Office of the Town Clerk for the Year 2020 are hereby approved.

January 7, 2020

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 January 7, 2020.

Michael Marra [Signature]
Town Clerk Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

RULES AND REGULATIONS

1. At the hour appointed for the meeting, the members present will be called to order by the Mayor, who shall immediately proceed to have the Town Clerk call the roll and note the absentees.

2. In the absence of the Mayor and the Senior Council Member, the members of the Council may appoint one of its members as chairperson.

3. The order of business shall be as follows:

1. Roll Call
2. Opening Statement - Open Public Meetings Law Statement
3. Approval of Minutes

4. Receipt Open and Reading of Bids - the Mayor and Council have the option of opening bids during a public meeting of the Mayor and Council or during the regular business day in the presence of the Purchasing Agent, Town Clerk, Town Administrator and/or Town Attorney.

Ordinances - Introduction and Hearing
Consent Agenda
 Resolutions
 Payment of Claims
Bingo & Raffle Applications
Communications Requiring Action by Mayor & Council
Committee Reports
Unfinished Business
New Business
Remarks of Citizens
Adjournment

5. The order in which the roll call and votes shall take place shall be as follows: The Mayor shall be called last. The Council Members shall be called in order of seniority. In the case of Council Members with the same seniority, the first member to be called will be determined by the alphabetical order of the surnames.

6. No motion shall be stated from the Chair, unless moved by one member, and seconded by another.

7. When a question is before the meeting, no motion shall be received except:

- 1st: To adjourn
- 2nd: To lay on the table
- 3rd: Ordering the previous question
- 4th: To postpone for a specific time
- 5th: To commit or amend
- 6th: To postpone indefinitely

All of these motions to have preference in the foregoing order. More than two amendments shall not be appended to a single question at the same time, the last amendment being denominated as an amendment to an amendment.

8. If the mover of a question accepts an amendment and no one objects thereto, it shall become part of the original motion without further form.

9. Prior to the vote on any questions, with the exception of Privileged Motions as defined in Robert's Rules of Order Revised, the chair shall ask if there are any questions or discussion regarding the motion. During this period, the Council Members may solicit any additional information or make a clarification of their feelings on the motion. Further discussion of the motion during roll call shall be restricted.

10. When a Member is about to speak in debate or communicate any matter to the Board, he/she shall respectfully address the Mayor and shall avoid all passionate language, personal or unparliamentary words. Every member of the Council shall have the privilege of speaking twice on any question but not again without permission of the Mayor.

11. Any citizen shall have the privilege of addressing the chair under Remarks of Citizens. A citizen shall have the privilege of speaking twice on the same subject but not again without permission of the Chair. However, no citizen shall speak more than five minutes on the same subject without permission of the Mayor. A citizen who has held the floor for five minutes or more shall yield the floor to any citizen who, having not been previously heard, requests permission to address the Chair. The Mayor shall have the right to determine when any citizen has abused the privilege under "Remarks of Citizens" and shall order such person to relinquish the floor.

12. If any member transgresses the rules, the Mayor and Council Members so called to order shall immediately sit down. The Mayor and Board of Council, if appealed to by the transgressor, shall decide the case by a majority vote, but without debate. If the appeal shall be in favor of the appealing member, then he shall be at liberty to proceed; if otherwise, he shall not be permitted to proceed. If the case requires it, the member who transgresses the rules shall, by a majority vote of the Mayor and Board of Council, be liable to censure of the Council, ejection, or be brought to the bar upon charges.

13. Any member may appeal from the Mayor's decision on a question of order, when without debate the Council Members shall demand it. Said question of order shall be decided by a majority vote of the Mayor and Board of Council.

14. The ayes and nays when taken shall be recorded in the minutes.

15. Minutes of meetings of the Mayor and Board of Council shall be approved no later than every two months.

16. Robert's Rules of Order Revised shall, in all cases, when not in conflict with the Statutes and Laws of New Jersey, or the Rules of the Town Council, be considered and held as standard authority regulating the parliamentary procedure of the Town Council.

17. Consent Agenda - all matters listed under Consent Agenda are considered to be routine by the Mayor and Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

2020-8

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR APPROVAL OF THE USE OF CONTRACTS AUTHORIZED UNDER THE STATE OF NEW
JERSEY COOPERATIVE PURCHASING PROGRAM**

WHEREAS, the Town of Secaucus wishes to purchase the commodities of a varitey of vendors listed below from authorized vendors under the State of New Jersey Cooperative Purchasing Program N.J.S.A. 40A:11-12a; and;

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J.A.C. 5:34-7.29 (c); and

WHEREAS, the Town of Secaucus authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditionals of the individual State contracts; and

WHEREAS, that the duration of the contracts between the Town of Secaucus and the referenced State Contract Vendors shall be from January 1, 2020 to December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, approve the use of contracts with authorized vendors under the State of New Jersey Cooperative Purchasing Program.

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

Council on 1-7-20

Michael Marra
Town Clerk

[Signature]
Mayor

Date: January 7, 2020

Motion <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>W/M</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

	2020 New Jersey State Vendor Contracts	
V11277	A&K Equipment Company Inc. of Rahway, NJ	
	T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	
	Contract # 88273	1/19/2020
V1871	AAA Emergency Supply Co. of White Plains, NY/ Authorized dealer of Globe Manufacturing Co. LLC	
	T0790 Firefighter Protective Clothing and Equipment	
	Contract #: 17-FLEET-00805	6/14/2022
V10897	Anixter, Inc. of Florham Park, NJ	
	T1778 - CABLING PRODUCTS AND SERVICES; DATA CENTER MANAGEMENT SOLUTIONS	
	Contract # 85153	10/9/2019
V3763	Atlantic Tactical, Inc. of Somerset, NJ	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00732	5/14/2023
	T0448 - UNIFORMS - CLASS "A", "B" AND SECURITY OFFICER, AND SHOES CLASS "A" - NJSP	
	Contract # 86389	4/30/2020
V3337	Atlantic Tomorrows Office of New York, NY/Authorized Dealer of Ricoh Americas Corporation	
	GSA/FSS Reprographics Schedule Use	
	Contract # 51464	12/31/2020
	Contract # 51465	12/31/2020
	G2075 - COPIERS & MULTI-FUNCTION DEVICES, MAINTENANCE,SUPPLIES & PRINT SERVICES	
	Contract # 40467 - Ricoh USA Inc. Philadelphia, PA	1/11/2020
	M0053 - New Jersey Cost Per Copy Copiers And Related Software And Accessories	
	Contract # 82709	12/31/2020
V1814	Avaya Inc. of New York	
	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	
	Contract # 80802	1/31/2020
V892	Ben Shaffer Recreation, Inc., LAKE HOPATCONG, NJ	
	T0103 - Park and Playground Equipment	
	Contract #: 16-FLEET-00135	5/30/2020
V9414	Beyer Ford, LLC of Morristown, NJ (Beyer Ford LLC / Beyer of Morristown LLC)	
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40813	3/17/2020
	T2100 - VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	
	Contract # 88727	3/25/2020
	T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	

	Contract # 89263	7/20/2020
	T2776 - POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	
	Contract # 88730	3/15/2020
	T2102 - VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	
	Contract # 88214	4/11/2020
	T2776 - POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	
	Contract # 88731	3/15/2020
	T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	
	Contract # 19-FLEET-00913	8/4/2022
	T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	
	Contract # 19-FLEET-00914	8/4/2022
	T2103 - VEHICLES, CARGO VANS, CLASS 1/2/3, REGULAR/EXTENDED	
	Contract # 88212	4/1/2020
	T0123 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FO LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40803	3/17/2020
	T-2006 Vehicles, Vans/Minivans, 7-Passenger, Gasoline and Hybrid	
	Contract # 18-FLEET-00445	8/28/2020
	T-2099 Vehicles, Trucks, Pickup, Class 1	
	Contract # 17-FLEET-00211	7/27/2020
V9091	Beyer-Fleet of East Hanover, NJ	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00728	5/14/2023
V66	Beyer Bros GMC Corp. of Fairview, NJ	
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40801	3/17/2020
	T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	
	Contract # 42069	8/9/2020
	T2809 - DUMP TRUCK, 68,000 LB. GVWR CAB/CHASSIS W/12 CU.YD. CONVEYOR BODY & ACCESSORIES	
	Contract # 83470	1/29/2020
	T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	
	Contract # 19-FLEET-00922	8/4/2022
	T2960 Tractor, 50,000 lb. Minimum GVWR Cab & Chassis, Tandem Axle, with Rear Mounted Winch	
	Contract # 17-FLEET-00375	5/17/2021
V1640	CDW Government LLC of Vernon Hills, IL	
	M0003 - SOFTWARE LICENSE & RELATED SERVICES	
	Contract # 89849	6/30/2020

V1640	CDW Government LLC of Vernon Hills, IL / Authorized Dealer of Brocade	
	Contract #87718 (41210, 88130,87722,88796)	5/31/2020
V1492	Chas. S. Winner Inc. of Cherry Hill, NJ	
	T1786 - EQUIPMENT ACQUISITION & INSTALLATION FOR MARKED AND UNMARKED POLICE VEHICLES	
	Contract # 81165	4/1/2020
	T2101 - VEHICLES, TRUCKS, CLASS 3, PICKUP/ UTILITY/DUMP, WITH SNOW PLOW OPTION	
	Contract # 88758	3/18/2020
	T2776 - POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	
	Contract # 88728	3/15/2020
	T2100 - VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	
	Contract # 88726	3/25/2020
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40805	3/17/2020
	T2102 - VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP,WITH SNOW PLOW OPTION	
	Contract # 88215	
	T0099 Vehicles Sedans/Hatchbacks, SubCompact, Compact, MidSize, FullSize, Gasoline, Hybrid, Electric	
	Contract # 19-FLEET-00955	9/2/2021
	T-2099 Vehicles, Trucks, Pickup, Class 1	
	Contract # 17-FLEET-00212	7/27/2020
V857	Cherry Valley Tractor of Marlton, NJ	
	T2784 - SKID STEER LOADER, WITH QUICK-DETACH. BUCKET, VARIOUS ATTACHMENTS & TRAILER	
	Contract # 78905	6/8/2020
	T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	
	Contract # 43022	2/16/2020
V117	Cliffside Body Corp. of Fairview, NJ	
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract #'s 40822	3/17/2020
	T2189 - PARTS AND REPAIRS FOR SPRAYING, DUSTING AND FOGGING EQUIPMENT	
	Contract # 89250	6/30/2020
	T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	
	Contract # 88268	1/19/2020
V9125	Consolidated Steel & Aluminum Fence of Kenilworth, NJ	
	T0640 - FENCE: CHAIN LINK, ROCK FALL, WOODEN, VINYL AND ORNAMENTAL (INSTALL & REPLACE)	
	Contract # 88580	2/29/2020
V134	Custom Bandag of Linden, NJ / Authorized Dealer of Bridgestone Americas, Inc.	
	M8000 Tires, Tubes and Services:	

	Contract #19-FLEET-00708	3/31/2024
V3824	David Weber Oil Inc. of Carlstadt, NJ	
	T0097 - AUTOMOTIVE LUBRICANTS: ENGINE/GEAR OILS, GREASES, ATF, TRACTOR FLUID & HYD. OILS	
	Contract # 81519	1/29/2020
	T0963 - ANTIFREEZE AND WINDSHIELD WASHER FLUID	
	Contract # 80762	1/24/2020
V3373	Dell Marketing, Inc. of Pittsburg, PA	
	M0003 - SOFTWARE LICENSE & RELATED SERVICES	
	Contract # 89850	6/30/2020
	M7000 - DATA COMMUNICATIONS EQUIPMENT	
	Contract # 88796	5/31/2020
	M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	
	Contract # 19-TELE-00656	3/31/2020
V9736	Emergency Equipment Sales of Trenton, NJ	
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40864	3/17/2020
	T2732 - MAINTENANCE/REPAIR AND REPLACEMENT PORTABLE COMMERCIAL MOBILE GENERATORS	
	Contract #40274	11/30/2020
	T0790 Firefighter Protective Clothing and Equipment	
	Contract #17-FLEET-00808	6/14/2022
V184	Foley, Inc. of Piscataway, NJ	
	T2188 - PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	
	Contract # 85846	1/29/2020
	T-3057 Wheel Loader with Min 3 Cu. Yd. Bucket, Diesel Engine, Forklift Att	
	Contract # 17-FLEET-00201	7/11/2020
	T3039 - OFF-ROAD DIESEL RETROFIT DEVICE AND INSTALLATION	
	Contract # 41507	5/31/2020
V1220	Frank's Truck Center of Lyndhurst, NJ	
	T2877 - UTILITY TRUCK, 29,000 LB. GVWR C&C W/11'BODY, 41' W.H. HYD. PLATFORM LIFT & ACC.	
	Contract #'s 83797	4/15/2020
V1263	Garden State Highway Products of Vineland, NJ	
	T0136 - SIGN BLANKS - ALUMINUM	
	Contract # 86462	6/30/2020
	T0210, Sheeting, Reflective Statewide	
	Contract # 16-FOOD-00154	5/31/2020
	T0121 - BREAKAWAY U-POST SIGN SUPPORT	

	Contract # 87100	3/30/2020
V197	Gen-El Safety & Industrial Products / Authorized dealer of Rae Systems	
	T0983 - ENVIRONMENTAL TESTING INSTRUMENTS	
	Contract # 85084	5/31/2020
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00722	5/14/2023
	T0983 - ENVIRONMENTAL TESTING INSTRUMENTS	
	Contract # 19-FOOD-00864	5/31/2020
V197	General Sales Administration of Kenvil, NJ	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00760	5/14/2023
V1376	Gold Type Business Machines aka/GTBM of Rutherford, NJ	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00716	5/14/2023
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	
	Contract # 83904	4/30/2020
V1376/ V392	Gold Type Business Machines aka/GTBM of Rutherford, NJ / Authorized dealer of Panasonic Corporation	
	M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	
	Contract # 89980	3/31/2020
10999	Harris Uniforms of South Hackensack, NJ (dba) (Vindan Inc.) / Survival Armor Inc.	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00769	5/14/2023
V1129	Hertrich Fleet Services of Milford, DE	
	Vehicles;	
	T2007 - SPORT UTILITY VEHICLES, FULL-SIZE, 1/2 TON, 2WD AND 4WD	
	Contract # 88780	3/23/2020
	T2101 - VEHICLES, TRUCKS, CLASS 3, PICKUP/ UTILITY/DUMP, WITH SNOW PLOW OPTION	
	Contract # 88759	3/18/2020
	T2776 - POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	
	Contract # 88729	3/15/2020
	T2776 - POLICE VEHICLES: SPORT UTILITY VEHICLES,1/2-TON, 4WD	
	Contract # 89939	3/14/2020
	T2006 - VEHICLES, PASSENGER VANS, 8/12/15- PASSENGER	
	Contract # 88230	6/2/2020
	T0099 Vehicles Sedans/Hatchbacks, SubCompact, Compact, MidSize, FullSize, Gasoline, Hybrid, Electric	

	Contract # 19-FLEET-00953	9/2/2020
	T-2006 Vehicles, Vans/Minivans, 7-Passenger, Gasoline and Hybrid	
	Contract # 18-FLEET-00444	8/28/2020
	T-2099 Vehicles, Trucks, Pickup, Class 1	
	Contract # 17-FLEET-00210	7/27/2020
V218	Home Depot, Inc. of Irving, Texas	
	M8001 Walk-In Building Supplies	
	Contract # 18-FLEET-00234	12/31/2021
V12404	Impac Fleet	
	M2022 - Fuel Credit Services Statewide	
	Contract # 19-GNSV1-00606	11/29/2020
V267	Jewel Electric Supply Co. of Jersey City, NJ 07302	
	T0167 - ELECTRICAL EQUIPMENT AND SUPPLIES NORTH, CENTRAL AND SOUTH REGIONS	
	Contract # 19-FOOD-00608	10/31/2020
V9206	Johnston Communications of North Arlington, NJ / Authorized Dealer of Avaya	
	T1316 - TELECOMMUNICATIONS EQUIPMENT & SERVICES	
	Contract # 80802	1/31/2020
V9206	Johnston Communications of North Arlington, NJ	
	T1778 - CABLING PRODUCTS AND SERVICES; DATA CENTER MANAGEMENT SOLUTIONS	
	Contract # 85152	
	T2989 - COMMUNICATIONS WIRING SERVICES	
	Contract # 88756	3/19/2020
V3557	Johns Main Auto Body of North Bergen, NJ (John Appello dba John's Main Auto Body)	
	T2171 - Vehicle Towing and Roadside Services	
	Contract # 19-GNSV1-01002	11/30/2022
	T0704 - Vehicle Collision Repairs For New Jerseydept. Of Treasury and State Police Only	
	Contract # 80730	1/31/2020
	T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	
	Contract # 89293	7/20/2020
V2674	KI Office Furniture aka/Krueger of Green Bay, WI	
	G2004 - FURNITURE: OFFICE, LOUNGE AND SYSTEMS - STATEWIDE	
	Contract #81720	4/30/2020
	T0415 - T0415 PARTIAL REBID-KEYBOARD TRAYS & ACOUSTICAL PRIVACY PANELS-DEPTCOR	
	Contract # 86311	4/30/2020
	T0415 - FURNITURE - UNASSEMBLED, UNFINISHED INCLUDING COMPONENTS - DEPTCOR	
	Contract # 85297	4/30/2020

V9150	Mail Chevrolet of Cherry Hill, NJ	
	T0099 Vehicles Sedans/Hatchbacks, SubCompact, Compact, MidSize, FullSize, Gasoline, Hybrid, Electric	
	Contract # 19-FLEET-00954	9/2/2021
	T2103 - VEHICLES, CARGO VANS, CLASS 1/2/3, REGULAR/EXTENDED	
	Contract # 88213	4/1/2020
	T2006 - VEHICLES, PASSENGER VANS, 8/12/15- PASSENGER	
	Contract # 88229	6/2/2020
V10591	Marturano Recreation Company Inc. of Spring Lake, NJ	
	T0103 - Park and Playground Equipment	
	Contract # 16-FLEET-00121, T0103	5/30/2020
V835	Motorola of Paramus, NJ	
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	
	Contract #83909	4/30/2020
V10879	New Jersey Business Systems of Robbinsville, NJ	
	T2989 - COMMUNICATIONS WIRING SERVICES	
	Contract # 88738	3/19/2020
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	
	Contract # 83899	4/30/2020
V12006	OFI - Office Furniture, Inc. of Newington, CT. / Authorized dealer of Herman Miller/ <u>National Office Furniture</u>	
	G2004 - FURNITURE: OFFICE, LOUNGE AND SYSTEMS - STATEWIDE	
	Contract # 81721	4/30/2020
V392	Panasonic Corporation of North Newark, NJ / Auth. Dealers: Computer Sys & Methods, CDW Government, SHI International, Gold Type Business Machines	
	M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	
	Contract #89980	3/31/2020
V N/A	Penn Credit Corp. of Harrisburg, PA	
	T3023 - SECOND REFERRAL NON-TAX DEBT COLLECTIONSERVICES - DORES	
	Contract# 89904	9/14/2020
V372	Pitney Bowes of Shelton, CT	
	T0200 - MAILROOM EQUIPMENT AND MAINTENANCE VARIOUS STATE AGENCIES	
	Contract #41258	4/14/2020
V406	Regional Communications of Paramus, NJ / Auth.Dealer of <u>Kenwood USA Corp.</u>/Authorized Dealer of <u>Eventide Inc.</u>	
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	
	Contract # 83927	4/30/2020
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	

	Contract # 83891	4/30/2020
V3641	Route 23 Auto Mall of Butler, NJ	
	T2289 - STAKE TRUCK, 15,000 LB GVWR, 12 FT. BODYWITH SIGN STORAGE COMPARTMENTS & ACCESS.	
	Contract # 83025	7/1/2020
	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	
	Contract # 40812	3/17/2020
	T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	
	Contract # 42073	8/9/2020
	T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	
	Contract # 89262	7/20/2020
	T2959 - UTILITY TRUCK, 10,600 LB. GVWR, EXT. CABS/RW, GAS POWERED, 4WD, 9' BODY & ACC.	
	Contract # 40321	12/15/2020
	T2761 - NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	
	Contract # 86007	2/25/2020
	Universal Truck, 19,500 lb. GVWR Crew Cab & Chassis, DRW, 4WD, with Various Bodies (T-3063)	
	Contract # 17-FLEET-00241 – T3063	8/16/2020
V9134	Rubberecycle LLC of Lakewood, NJ	
	T0103 - Park and Playground Equipment	
	Contract # 16-FLEET-00131 T0103	5/30/2020
V3643	Salomone Bros. Inc. (Redimix) of Wayne, NJ	
	T0777 Snow Plowing and Spreading Services - NJDOT	
	Contract # 18-PROS1-00491	4/30/2020
V10152	SHI International Corp. of Somerset, NJ	
	M0003 - SOFTWARE LICENSE & RELATED SERVICES	
	Contract# 89851	6/30/2020
V1560	Morning Pride Manufacturing LLC of Dayton, OH / dba Honeywell First Responder Products	
	T0790 Firefighter Protective Clothing and Equipment	
	Contract # 17-FLEET-00810	6/14/2022
V437	Stan's Sport Center of Hoboken, NJ	
	T0118 - SPORTING GOODS - STATEWIDE	
	Contract # 40751	4/30/2020
V506	Tilcon New York, Inc. of Wharton, NJ	
	T0155 Hot Mix Asphalt (HMA) for Pick-Up and Delivery - Statewide	
	Contract # 18-FLEET-00634	1/31/2022
	T0142 - ROAD & HIGHWAY BUILDING MATERIALS: CRUSHED STONE, SAND & GRAVEL	
	Contract # 87740	6/30/2020

V12092	TGI Office Automation of Brooklyn, NY / Authorized dealer of Ricoh USA Inc. , dealer of Konica Minolta	
	G2075 - COPIERS & MULTI-FUNCTION DEVICES, MAINTENANCE,SUPPLIES & PRINT SERVICES	
	Contract # 40467	1/11/2020
V3875	United Rentals of Ridgfield Park, NJ	
	G4010 - Statewide Equipment and Space Rental	
	Contract # 19-GNSV2-00853	5/31/2021
V1098	Valtek Inc. of Paterson, NJ	
	T0704 - VEHICLE COLLISION REPAIRS FOR NEW JERSEYDEPT. OF TREASURY AND STATE POLICE ONLY	
	Contract #80732	1/31/2020
V9654	Van Dines Four Wheel Drive Center of Hackensack, NJ / VanDineMotorsinc	
	T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	
	Contract #88270	1/19/2020
V72	Verizon Wireless of Newark, NJ	
	T216A - WIRELESS DEVICES AND SERVICES	
	Contract # 82583	2/29/2020
V3152/7		
1	Verizon Business Network or Piscataway, NJ	
	T1776 - DATA COMMUNICATIONS NETWORK SERVICES	
	Contract # 85943	2/10/2020
V1503	WB Mason Co., Inc. of Boston, MA	
	T0052 Office Supplies and Recycled Copy Paper Statewide	
	Contract # 0000003	5/6/2020
	T1963 Printing Envelopes	
	Contract # 18-COMP-00550	9/17/2021
	T0002 Bottled Spring Water/ Cooler Rental	
	Contract # 18-FOOD-00242	7/22/2021
V507	WE Timmerman Co. of Whitehouse, NJ	
	T2188 - PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	
	Contract # 85857	1/29/2020
V1666	Witmer Associates Inc.of Coatesville, PA / Authorized dealer of Streamlight Inc.	
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00767	5/14/2023
	T0106 - Law Enforcement Firearms Equipment and Supplies	
	Contract # 17-FLEET-00764	5/14/2023
V200	Graingers, Inc. of South Plainfield, NJ	
	M0002 CUSTOM ORDERS Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	
	Contract # 19-FLEET-00677	6/30/2023

	M0002 Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	
	Contract # 19-FLEET-00566	6/30/2023
V10001	Zetron, Inc. of Clark, NJ	
	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	
	Contract # 83924	4/30/2020

Resolution No. 2020-9

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE
PROVISION OF SNACKS FOR THE SECAUCUS AFTER CARE PROGRAM FOR THE
2020-2021 SCHOOL YEAR TO NATOLI'S CATERING**

WHEREAS, the Town of Secaucus has the continued need for the provision of Snacks for the Secaucus After Care Program for the 2020-2021 School Year as a non-fair and open contract pursuant to the provision of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Qualified Purchasing Agent or other individual has determined that the value of the acquisition will not exceed \$50,000.00; and

WHEREAS, the anticipated term of this contract is one (1) year as approved by this governing body, to begin on January 1, 2020; and

WHEREAS, three (3) quotes were obtained for these services; and

WHEREAS, Natoli's Catering has submitted a quote that was presented to the Qualified Purchasing Agent indicating they will provide a general snack for the price of \$1.80 per snack (a piece of fruit, a healthy drink and a healthy treat), for an amount not to exceed \$50,000.00; and

WHEREAS, Natoli's Catering will complete a Secaucus Pay to Play certification. This certifies that Natoli's Catering has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations of the State of New Jersey under N.J.S.A. 19:44A-20.27.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the award a Non-Fair and Open contract for the provision of Snacks for the Secaucus After Care Program for the 2020-2021 School Year to Natoli's Catering for a one (1) year term, for an amount not to exceed Fifty Thousand Dollars (\$50,000.00) in accordance with the submitted proposal associated with this contract; and

BE IT FURTHER RESOLVED, that the Finance Director certifies that funds are available for these services under line item 10-2010-00-51811-082; and

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

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

Adopted: January 7, 2020



I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra [Signature]
Town Clerk Mayor

Motion	Yes	No	Abstain	Absent
<u>MD</u>				
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

*Natolis Catering
300 Clarendon St
Secaucus, NJ 07094
(201)864-2243*

November 24, 2019

Mr. Michael Pero,

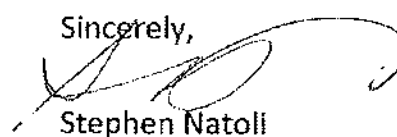
We would like to enter a bid for the Secaucus Aftercare Program Snack for the 2020-2021 school year.

We understand that there are three locations of delivery—one at Huber Street School and two at Clarendon School.

The snack is to consist of a piece of fruit, a healthy drink and a healthy treat. The cost we submit is \$1.80 per snack and will include the items listed above. Delivery is to take place between 3:00 – 3:30pm.

Should you have any questions, please do not hesitate to call us at the above listed number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Natoli', with a large, stylized flourish extending to the right.

Stephen Natoli

Michael Pero
Superintendent of Recreation
Town of Secaucus



20 Centre Ave.
Secaucus, N.J. 07094

Office: 201-330-2078
Cell: 201-273-0513
mpero@secaucus.net
Town Web: www.secaucusnj.gov

November 18, 2019

Dear Local business owner,

I am writing to you with regards to The Secaucus Recreation Aftercare program. We have local business provide snacks, drinks, & Pizza for us. I would like to know if you are interested in putting a Bid in for next school year of 2020-2021. All contracts are a 1-year term.

Please note that our schools are "nut free", we have 3 locations and delivery takes place between 2:45-3:15. If you are interested, please send me a proposal by the first week of December. All bids will be reviewed by the end on the year.

Thank You
Karyn Taylor
Administrative Assistant
Recreation Dept.
20 Centre Ave.
Town of Secaucus, NJ 07094
Phone: 201-330-2000 X 3203
Fax: 201-330-2037
Email: ktaylor@secaucus.net

Resolution No. 2020-10

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR COURT INTERPRETING SERVICES**

WHEREAS, the Town of Secaucus' Municipal Court has determined the continuing need for court interpretive services; and

WHEREAS, Sol's Interpreting Services has submitted a proposal for Court Interpreting Services; and

WHEREAS, the Purchasing Agent has certified in writing that the total value of these services has not exceeded the bidding threshold of \$40,000.00 in past years.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the award a Non-Fair and Open contract for Court Interpreting Services, in accordance with the proposal submitted by Sol's Interpreting Services, for a one (1) year term beginning on January 1, 2020; and

BE IT FURTHER RESOLVED, that Sol's Interpreting Services has submitted a Pay to Play Disclosure form which certifies that Sol's Interpreting Services has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19:44A-20.27; and

BE IT FURTHER RESOLVED, that Sol's Interpreting Services shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council are hereby authorized to execute any documents regarding the awarding of the contract; and

BE IT FURTHER RESOLVED, that the Finance Director certifies that funds are available for these services under line item 01-2010-00-11072-069; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council are hereby authorized to take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: January 7, 2020



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

Council on 1-7-20

Michael Marra

Town Clerk

[Signature]
Mayor

Motion	Yes	No	Abstain	Absent
Motion <u>MD</u>				
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Resolution No. 2020-11

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A CONTRACT FOR THE REPLACEMENT OF A STORM WATER PUMP
AT BORN STREET PUMP STATION WITH RAPID PUMP & METER SERVICE CO., INC.**

WHEREAS, the Town of Secaucus has determined the urgent need to Replace One (1) Storm Water Pump located at the Born Street Pump Station; and

WHEREAS, in accordance with N.J.S.A. 40A:11-6, the replacement of the Storm Water Pump is considered an emergency as it affects public health, safety and welfare; and

WHEREAS, the Town of Secaucus Department of Public Works, has obtained a quote from Rapid Pump & Meter Service Co., Inc., located at 285 Straight Street, Paterson, NJ 07509 in the amount of Sixty-Six Thousand Two Hundred Five Dollars 00/100 (\$66,205.00); and

WHEREAS, Rapid Pump & Meter Service Co., Inc. holds a contract with the Town of Secaucus under Resolution 2019-178 for the Repair, Maintenance, and Service of the Town Pump Stations; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70608-009.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the contract to Replace a Storm Water Pump at the Born Street Pump Station in an amount not to exceed Sixty-Six Thousand Two Hundred Five Dollars 00/100 (\$66,205.00); and

BE IT FURTHER RESOLVED, that Rapid Pump & Meter Service Co., Inc. shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator or their designee are hereby authorized to execute any documents regarding the awarding of the contract with Rapid Pump & Meter Service Co., Inc. for the Replacement of a Storm Water Pump 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: January 7, 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 the resolution approved by the Mayor and

Council on 1-7-20

Michael Marra
Town Clerk

[Signature]
Mayor

Motion	Yes	No	Abstain	Absent
<u>MD</u>				
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gannelli	✓			



TOWN OF SECAUCUS
1203 PATERSON PLANK RD
SECAUCUS, NJ 07094
TEL: 201-330-2026 FAX: 201-617-5914

PURCHASE ORDER



Ship to: 17.
TOWN OF SECAUCUS
DEPT OF PUBLIC WORKS
1203 PATERSON PLANK RD
SECAUCUS, NJ, 07094

Date of Order 12/23/19
Requisition # 0

Vendor: RAPID PUMP & METER SERVICE
PO BOX AY
PATERSON, NJ 07509

Account 10-2150-55-70608-009
2019-13 Multi Purpose Bond Ord -- Improvement
Vendor # 408

THIS ORDER IS TAX EXEMPT
PER N.J.S.A. 54:32B-9(a)(1)
TAX EXEMPT ID NO. 22-6002293

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		QT DATED 12.17.19 REPLACEMENT OF ONE (1) STORM WATER PUMP AT BORN STREET PUMP STATION	66,205.000	66,205.00

Total Amount: 66,205.00

Ref. Reso 2019 178

ALL SHIPMENTS MUST BE SENT PREPAID.

**PURCHASE ORDER NUMBER MUST APPEAR
ON ALL PACKING SLIPS AND INVOICES.**

NO ORDER VALID UNLESS SIGNED BELOW

CHIEF FINANCIAL OFFICER

PURCHASING AGENT

VENDOR SIGN AT (X) AND RETURN FOR PAYMENT
REQUISITIONING DEPARTMENT COPY

**Rapid Pump &
Meter Service
Co., Inc.**



V408

68635

December 17, 2019

Mr. Kevin O'Connor
Secaucus DPW
1203 Paterson Plank Rd.
Secaucus, NJ 07094

Reference: Replace One (1) Storm Water Pump at
Born Street Pump Station

Dear Mr. O'Connor,

As per your request, Rapid Pump & Meter Service Co., Inc. is pleased to offer the following proposal for your approval.

The scope of work shall be as follows:

1. Furnish one (1) new 24"x15'7" Vertical Storm Water Pump including new 40Hp Motor.
2. Furnish labor and equipment to remove the existing Storm Water Pump and Motor.
3. Furnish labor, materials and equipment to install new Storm Water Pump and Motor.
4. Furnish labor, materials and equipment to install a new 24" Dresser Coupling on the discharge of the new Pump.
5. Furnish labor and equipment to test the Pump for proper operation.

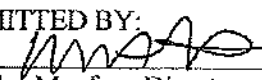
The cost for the above scope of work shall be \$66,205.00

All work is quoted on a straight time basis. If overtime this would be at additional cost. Sales taxes, licenses, permits and/or fees, if any, are not included in this proposal.

Terms: Net 30 Days **Lead Time:** 22-Weeks **Freight:** Included

Should you have any questions, please feel free to contact me. Thank you for giving us the opportunity to quote on this project.

SUBMITTED BY:


Nicholas Manfra - Director of Operation
Rapid Pump and Meter Service Co., Inc.

L.S. Date: December 17, 2019

ACCEPTED BY:

Signature/Title L.S. Date

FOR: Secaucus DPW
NM/VP (RSRQ53869 Born Street Pump Station)

P.O. Box AY • 285 Straight Street • Paterson, NJ 07509 • Fax (973) 345-0301 • Phone (973) 345-5600
Emergency Service (201) 933-3569 • servicer.com

Resolution No. 2020-12

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR APPROVAL OF CHANGE ORDER #3 TO A CONTRACT WITH CAPTAIN
CONSTRUCTION FOR THE 2019 ROAD PROGRAM 9TH STREET**

WHEREAS, the Town of Secaucus has a contract with Captain Construction for the 2019 Road Program 9th Street under Resolution 2019-152 for the amount of \$357,139.00; and

WHEREAS, Change Order #1 in the amount of \$10,763.00 was awarded under Resolution 2019-251, and Change Order #2 in the amount of \$20,733.00 was awarded under Resolution 2019-297; and

WHEREAS, it has been determined that additional work is needed, including an increase in sidewalk and driveway repairs and drain line pipe re-connections, which will increase the total cost by Sixty-Six Thousand Eight Hundred Fifty-Five and 00/100 Dollars (\$66,855.00); and

WHEREAS, there is a need for a Change Order #3 to increase the contract with Captain Construction in the amount of Sixty-Six Thousand Eight Hundred Fifty-Five and 00/100 Dollars (\$66,855.00) for the work set forth, which will increase the overall contract amount to Four Hundred Fifty-Five Thousand Four Hundred Ninety and 50/100 Dollars (\$455,490.50); and

WHEREAS, this change order represents a total increase of over twenty percent (20%) from the original contract amount; and

WHEREAS, upon the review of Boswell Engineering and the Town's Legal Department, the increase in work has been deemed justifiable and necessary for this project; and

WHEREAS, this Resolution is in compliance with N.J.A.C. 5:30-11.9; and

WHEREAS, the Chief Financial Officer certifies that there are sufficient funds under account 10-2150-55-70608-001 for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, that the above statements are incorporated herein and Change Order #3 for Captain Construction in the amount of Sixty-Six Thousand Eight Hundred Fifty-Five and 00/100 Dollars (\$66,855.00) is hereby approved; and

BE IT FURTHER RESOLVED, that the Town Clerk shall cause to be printed once, in the official newspaper of the Town of Secaucus, a brief notice indicating the additional amount to

be expended, the original contract price, the nature of the original and additional work, and why it is necessary to expend the addition funds; and

BE IT FURTHER RESOLVED, that the Town shall report this change order to the Director on an appendix to the Town's annual budget.

Adopted: January 7, 2020

Patricia J. Decker

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20.

Michael Marra [Signature]
Town Clerk Mayor

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

Change Order No. 3
Date 12/23/19
Job No. SEC-141

CHANGE ORDER
BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

Captain Construction, Inc.	2019 Road Program 9th Street
CONTRACTOR	PROJECT
104 George St., South River, NJ 08882	Town of Secaucus, Hudson County
ADDRESS	OWNER/COUNTY

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Hudson Ave
Nature and Reason of Change: Town Requested Additional Work / Site Conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
12	Curb Piece	UNIT	3	\$300.00	\$900.00
13	Bicycle Safe Grate	UNIT	1	\$300.00	\$300.00
29	Reconstruct Inlet	UNIT	7	\$1,000.00	\$7,000.00
A15	Concrete Sidewalk, 4" Thick	SY	245	\$63.00	\$15,435.00
A16	Concrete Driveway, Reinforced, 6" Thick	SY	122	\$63.00	\$7,686.00
A18	9" x 18" Concrete Vertical Curb	LF	533	\$28.00	\$14,924.00
E3	Existing Stump Removal	UNIT	3	\$750.00	\$2,250.00
E4	Inlet Frame	UNIT	8	\$1,000.00	\$8,000.00
E5	Drain Line Pipe Re-Connection	UNIT	16	\$500.00	\$8,000.00
E8	Reconstruct Asphalt Driveway, Outside Base Bid Limits	SF	236	\$10.00	\$2,360.00

Amount of Current Contract	\$388,635.50	Supplemental	\$20,610.00
Change Order No. 3	\$66,855.00	Extra	\$46,245.00
Adjusted Contract Amount	\$455,490.50	Reduction	
Change in Contract	17.20%	Net Amount	\$66,855.00

Recommended for Approval	BOSWELL ENGINEERING	DATE
Approved	OWNER	DATE
Accepted	CONTRACTOR	DATE

Resolution No. 2020-13

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING INSTALLATION OF A FIRE HYDRANT ON CASTLE ROAD,
586 FEET OF NEW COUNTY ROAD

WHEREAS, a need exists for the installation of a fire hydrant on Castle Road, 586 feet of New County Road, Secaucus, New Jersey 07094 (see attached sketch); and

WHEREAS, the Fire Official and the Fire Chief support the installation of a fire hydrant to provide a water source in the event of fire purposes only, in accordance with the Rules and Regulations of the Company and its rates set forth in its Schedule of Rates filed with the New Jersey Board of Public Utilities in Newark, New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that SUEZ Water New Jersey is authorized to install a fire hydrant on Castle Road, 586 feet of New County Road, as designated on the attached sketch; and

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

Adopted: January 7, 2020

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 January 7, 2020.

Michael Marra
Town Clerk Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilwoman Tringali	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Mayor Gonnelli	✓			

ORDER FOR HYDRANTS
SUEZ WATER NEW JERSEY INC.

Board Members:

I hereby certify that the following is a copy of a resolution duly passed by the Mayor and Council of the Town of Secaucus at a meeting duly called and held on the _____ day of _____ 2019.

"RESOLVED, that Suez Water New Jersey, Inc. is hereby requested to erect one (1) fire hydrant in Castle Road 586 feet of New County Road, Secaucus NJ to be used for fire purposes only, in accordance with the Rules and Regulations of the Company, and its rates as set forth in its Schedule of Rates filed with the New Jersey Board of Public Utilities in Newark, NJ."

LOCATION OF HYDRANTS

- SEE ATTACHED SKETCH

SECAUCUS, NEW JERSEY
INVEST. NO. 13256

Dated: _____

Clerk: _____

BILL OF MATERIALS			BILL OF MATERIALS		
ITEM #	QTY	DESCRIPTION	ITEM #	QTY	DESCRIPTION
4297	20	PIPE 11/4" R/W CLASS 54 - 6'	1487	1	SPC - 20"x6"
1543	2	VALVE BOX - COVER	2439	3	VALVE - TAPPING 6"
1632	2	VALVE BOX 10"	6139	3	CENTURION 3/4" HYDRANT 3-1/4" WD
1634	2	VALVE BOX - HIDDLE - CAST IRON	9439	1	VALVE - KJ - 6" - 330 PSI
1635	2	VALVE BOX - BURNAL - CAST IRON			
1637	2	VALVE BOX - EXT 30"			
1199	6	PIPE STRAPS - 6"			
1076	4	RODS - 3/4" x 4'			
4633	2	WEGA LUG - 6"			

SPC 20"x6" WITH 6" TAPPING VALVE

FIELD LOK GASKET

INSTALL NEW HYDRANT

IFC 100 CASTLE ROAD

6" GUARD VALVE

602' NNCL

586' NNCL

HP 337

EXISTING 8" MAIN X30980

NEW COUNTY ROAD #655

EXISTING 20" MAIN X30980

EXISTING 20" MAIN X30980

EXISTING 20" MAIN X30980

ROAD CENTERLINE

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

YES

NO

EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

PD02

185

CP0000

1589098

1582290

INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

YES

NO

EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

PD02

185

CP0000

1589098

1582290

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60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

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PROJECT: FIELD

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DATE COMPLETED

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DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

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SRVC. DIST. NO.

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SRVC. DIST. NO.

FIELD

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INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

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DATE COMPLETED

WORK DONE AS ORDERED

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EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

PD02

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INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

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EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

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INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

YES

NO

EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

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INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

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DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

YES

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EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

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CP0000

1589098

1582290

INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J. J.

APP: SUEZ WATER 60 DEVISE PLACE HACKENSACK, NJ 07601

PROJECT: FIELD

REQUEST #

EXT. NO.

DATE COMPLETED

WORK DONE AS ORDERED

YES

NO

EXAMINED BY

1. ULRICH

PRD/CA

SRVC. DIST. NO.

FIELD

NO REQUEST #

EXT. NO.

PD02

185

CP0000

1589098

1582290

INVESTIGATION SKETCH

INSTALL ONE NEW HYDRANT IN CASTLE ROAD

586' NNCL OF NEW COUNTY ROAD

60' - 60' CASTLE ROAD SECAUCUS

DATE 11/15/2019

DRW: J. J

RESOLUTION NO. 2020-14

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR THE CONTINUING APPOINTMENT OF COURT ATTENDANTS**

WHEREAS, upon recommendation of the Secaucus Municipal Court Judge and in accordance with police accreditation procedures, the Town of Secaucus Municipal Court shall continue to utilize Court Attendants in their official capacities for the year 2020.

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey that the following individuals shall continue to serve as appointed Court Attendants for the year 2020 for the Secaucus Municipal Court:

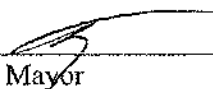
1. George Fonseca
2. Joseph Kickey
3. Thomas Lawlor
4. Mario Taboada

Adopted: January 7, 2020

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 January 7, 2020.



Town Clerk



Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwomen Tringali	✓			
Mayor Gonnelli	✓			

RESOLUTION NO: 2020-15
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, and State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent of Recreation, that the below person is hereby re-appointed to the seasonal part time position(s) in the Recreation Basketball/Winter Sports Programs (**#81076**) retro to December 21st, 2019 as follows:

Instructional Counselor:
 Gonzalez, Niko #5168

Voucher
 \$10.00 / Hour
 (increase rate to \$10.30 / Hour Jan. 1, 2020)

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 January 7, 2020

Michael Marra [Signature]
 Town Clerk Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

RESOLUTION NO: 2020-16
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, and State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent Recreation that the below person (s) are hereby re-appointed to the seasonal part time position(s) at the Recreation Center (#85000) as follows:

<u>Custodian (start retro to 12/14/19)</u>	<u>Rate</u>
Griffo, Joseph #0529	\$8.85 / Hour

<u>Lifeguards (start retro to 12/30/19)</u>	<u>Rate</u>
Bowers, Emma #4978	\$10.00 / Hour
Futterer, Kasandra #5302	\$10.00 / Hour
Meghani, Yug #5362-start 1/3/20	\$10.30 / Hour
Schoch, Erin #4886	\$10.00 / Hour

(all increase rate to \$10.30 / Hour Jan. 1, 2020)

BE IT FURTHER RESOLVED, that the below staff are hereby re-appointed to the seasonal part time positions at the Ice Rink (#83000) as follows:

<u>Custodian (start retro to 12/16/19)</u>	<u>Rate</u>
Lama, Jam Ling #5564	\$8.85 / Hour
Gereich, William #5013	\$8.85 / Hour

<u>Clerical (start retro to 12/30/19)</u>	<u>Rate</u>
Dunning, Emily #4807	\$8.85 / Hour

(all increase rate to \$10.30 / Hour Jan. 1, 2020)

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 January 7, 2020

<u>Michael Marra</u>	<u>[Signature]</u>
Town Clerk	Mayor

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

Resolution No. 2020-17

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR APPROVAL OF A BYLAW AMENDMENT
FOR THE SUBURBAN ESSEX JOINT INSURANCE FUND

WHEREAS, the Town of Secaucus is a member of the Suburban Essex Joint Insurance Fund; and

WHEREAS, an amendment to the Bylaws of the Suburban Essex Joint Insurance Fund has been approved by the Board of Commissioners following a public hearing on November 18, 2019; and

WHEREAS, pursuant to N.J.S.A. 40A:10-43, the amendment must be approved by the Governing Body of 75% of the participating members.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, that the Bylaw Amendment changing the name of the Fund from The Suburban Essex Joint Insurance Fund to The Suburban Metro Joint Insurance Fund, previously approved by the Board of Commissioners of the Suburban Essex Joint Insurance Fund and annexed hereto as amending By-laws, be and the same are hereby approved; and

BE IT FURTHER RESOLVED, a copy of this Resolution shall be sent to the Joint Insurance Fund Office.

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra [Signature]
Town Clerk Mayor

Adopted: January 7, 2020

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

RESOLUTION #19-19
AMENDMENT TO BY-LAWS OF
SUBURBAN ESSEX JOINT INSURANCE FUND
9 Campus Drive, Suite 216
Parsippany, NJ 07054

WHEREAS, The Suburban Essex Joint Insurance Fund was organized on January 1, 1992 pursuant to N.J.S.A. 40A:10-36 et seq.; and

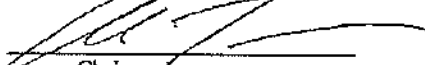
WHEREAS, The Suburban Essex Joint Insurance Fund adopted By-Laws on February 18, 1992, which By-Laws were revised on June 4, 1997, a copy of which are attached hereto and made a part hereof; and


WHEREAS, The Suburban Essex Joint Insurance Fund is desirous of changing its name to "The Suburban Metro Joint Insurance Fund", which by statute and regulations promulgated by the Department of Banking Insurance requires an amendment to the By-Laws.

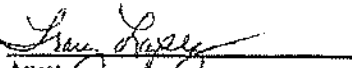
NOW, THEREFORE, the By-Laws of The Suburban Essex Joint Insurance Fund are hereby amended as follows:

1. The name of The Suburban Essex Joint Insurance Fund is The Suburban Metro Joint Insurance Fund.
2. In all other respects, the attached By-Laws are ratified and confirmed.
3. This Amendment to By-Laws shall take effect upon the Members of The Suburban Essex Joint Insurance Fund approving this Amendment to By-Laws, and the Department of Banking and Insurance approving this Amendment to By-Laws in accordance with applicable law and regulations.

Approved November 18, 2019:


Chairman


Secretary


Attest

~~SUBURBAN ESSEX~~ THE SUBURBAN METRO JOINT INSURANCE FUND
BYLAWS

SUBURBAN ESSEXTHE SUBURBAN METRO JOINT INSURANCE FUND

**9 Campus Drive, Suite 16
Parsippany, NJ 07054**

Bylaws

Draft: June 4, 1997

Draft Amendment – January 2, 2020 – Name Change

WHEREAS: N.J.S.A. 40A:10-36 et seq. permits local units to join together to form a joint insurance fund; and

WHEREAS: Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles;

WHEREAS: ~~The Suburban Essex~~The Suburban Metro Joint Insurance Fund, hereinafter the Fund, was established effective January 1, 1992 pursuant to said statutes,

WHEREAS: Revisions to said statute and the regulations promulgated by the Department of Banking and Insurance pursuant thereto require the Fund to revise its existing bylaws.

NOW THEREFORE, the membership of the Fund hereby adopts the following bylaws;

ARTICLE I - DEFINITIONS

All terms used herein shall have the meaning consistent with the statutes and regulation then in effect. The definitions herein are for convenience.

“ACTUARY” means a person who is a fellow in good standing of the Casualty Actuarial Society with three years recent experience in loss reserving; an associate in good standing of the Casualty Actuarial Society with five years recent experience in loss reserving; or an associate in good standing of the American Academy of Actuaries who has been approved as qualified for signing loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries and who has seven years recent experience in loss reserving.

“ADMINISTRATOR” means a person, partnership, corporation or other legal entity engaged by the Fund to act as Executive Director to carry out the policies established by the Fund Commissioners or Executive Committee and to otherwise administer and provide day-to-day management of the Fund.

"ALLOCATED CLAIMS EXPENSE" means attorneys' fees, expert witness fees (i.e. engineering, physicians, etc.), medical reports, professional photographers' fees, police reports and other similar expenses. The exact definition of "allocated claims expense" or similar terms for any line of insurance coverage shall be the definition in the insurance policy issued by the Fund.

"COMMISSIONER" means the Commissioner of Banking and Insurance where the context so indicates. Elsewhere in these bylaws, the term commissioner refers to the local unit's representative known as a commissioner or Fund Commissioner.

"DEPARTMENT" means the Department of Banking and Insurance.

"EMPLOYER'S LIABILITY" means the legal liability of a public employer to pay damages because of bodily injury or death by accident or disease at any time resulting therefrom sustained by an employee arising out of and in the course of his employment by the public employer, which is not covered by a workers' compensation law. The exact definition of "Employer's Liability" or similar terms shall be the definition used in the insurance policy issued by the Fund.

"ENVIRONMENTAL IMPAIRMENT LIABILITY FUND" means a joint insurance fund formed for the sole purpose of insuring against bodily injury and property damage claims arising from environmental liability and legal representation therefore to the extent and for coverages set forth in N.J.A.C. 11:15-2 et. seq.

"EXCESS INSURANCE" means insurance purchased from an insurance company authorized or admitted in the State of New Jersey or deemed eligible by the Commissioner as a surplus lines insurer or from any other entity authorized to provide said coverage in this state pursuant to law, covering losses in excess of an amount set forth in insurance contracts on a specific occurrence, or per accident or annual aggregate basis.

"FUND" means ~~the Suburban Essex~~ The Suburban Metro Joint Insurance Fund (hereinafter referred to as the Fund)

"FUND YEAR" means the Fund's fiscal year of January 1st through December 31st.

"GENERAL LIABILITY" means any and all liability which may be insured under the laws of the State of New Jersey, excluding workers' compensation, and employer's liability. The exact definition of a "general liability" or similar terms is the definition used in the insurance policy issued by the Fund.

"INCURRED CLAIMS" means claims which occur during a Fund year including claims reported or paid during a later period. The exact definition of "incurred claims" or any similar term is the definition used in the excess insurance or reinsurance policy purchased by the Fund.

"INDEMNITY AND TRUST AGREEMENT" means a written contract signed by and duly adopted by the members of the Fund under which each agrees to jointly and severally assume and discharge the liabilities of each and every party to such agreement arising from

their participation in the Fund. The agreement shall specify the extent of the member's participation in the Fund with respect to the types of coverage to be provided by the Fund and shall include the duration of Fund membership which shall not exceed three years pursuant to N.J.S.A. 40A:11-15 (6). The agreement shall also specify that the member has never defaulted on claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to application to the Fund.

"MANUAL PREMIUM" means the premium computed according to the Experience Rating Plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner and similar insurance industry rating plans for other lines of coverage.

"MEL" means the Municipal Excess Liability Joint Insurance Fund.

"MOTOR VEHICULAR AND EQUIPMENT LIABILITY" means liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by the members or owned by or under the control of any subdivision thereof including its departments, boards, agencies or commissions. The exact definition of "motor vehicular and equipment liability" or any similar terms shall be the definition of the insurance policy issued by the Fund.

"OCCURRENCE" means a single event. The exact definition of "occurrence" or any similar term shall be the definition used in the insurance policy issued by the Fund.

"PRODUCER" means any person engaged in the business of an insurance agent, insurance broker, or insurance consultant as defined in N.J.S.A. 17:22 A-1 et seq.

"PROPERTY DAMAGE" means any loss or damage, however caused, to property including monies and securities, motor vehicles, equipment or apparatus owned by the member or owned by or under the control of any of its departments, boards, agencies, commissions, or other entities which the membership may provide coverage for. The exact definition of "property damage" or similar terms shall be the definition in the insurance policy issued by the Fund.

"SERVICING ORGANIZATION" means an individual, partnership, association, or corporation, other than the administrator, that has contracted with the Fund to provide, on the Fund's behalf, any function as designated by the Fund Commissioners including, but not limited to, actuarial services, claims administration, cost containment services, loss prevention/safety engineering services, legal services, auditing services, financial services, compilation and maintenance of the Fund's underwriting file, coordination and preparation of coverage documents, risk selection and pricing, excess insurance or reinsurance producer services, which include producer negotiations on behalf of the Fund for excess insurance or reinsurance from an insurer, member assessment and fee development, report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et. seq., and such other duties as designated by the Fund.

"SURPLUS" means that amount of monies in a trust account that is in excess of all costs, earned investment income, refunds, incurred losses and loss adjustment expenses and incurred

but not reported reserves including the associated loss adjustment expenses attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

"WORKERS' COMPENSATION" means the provisions of N.J.S.A. 34:15-7 et seq.

ARTICLE II - MEMBERSHIP

Membership Applications:

1. Pursuant to N.J.S.A. 40A:10-36, et seq., the governing body of a qualified local unit shall by resolution, agree to join the Fund. The resolution or ordinance shall provide for execution of a written agreement specifically providing for acceptance of the Fund's bylaws as approved and adopted pursuant to N.J.S.A. 40A:10-39. The resolution or ordinance shall also provide for the execution of an Indemnity and Trust agreement as defined in Article I.
2. Any local unit seeking membership shall also submit an application for membership to the Fund on a form acceptable to the Commissioner. The application shall include the executed Indemnity and Trust agreement and the resolution required under Subsection I above.
3. An application may be approved by a majority vote of the Fund Commissioners or two-thirds vote of the full authorized membership of the Executive Committee based on the following criteria:
 - a. The applicant's claims history shows safety performance consistent with the Fund's objectives and the applicant's physical location and makeup indicates a prospective likelihood of satisfactory future claim performance.
 - b. The Fund has the administrative capability to absorb additional memberships without undue inconvenience or strain.
4. Within 15 days of its approval by the Fund, the executed Indemnity and Trust Agreement and the resolution required under Subsection I above shall be concurrently filed with the Department and the Department of Community Affairs and shall be accompanied by such amendments to the Fund's Budget and Plan of Risk Management as well as any other documents required pursuant to N.J.A.C. 11:15-2 et seq.
5. If a non-member is not approved for membership, the Fund shall set forth in writing the reasons for disapproval and send the reasons for disapproval to the non-member. The Fund shall retain a copy of all membership application disapproval's for five years.

Membership Renewals:

1. Members may renew their participation by execution of a new resolution/ordinance to join the Fund ninety (90) days prior to the expiration of the term.
2. The Fund Commissioners/Executive Committee must act upon any renewal application no later than forty five (45) days prior to the expiration of the term period. Otherwise, the renewal application is automatically approved.
3. In order to deny a renewal application, the Fund's Commissioners/Executive Committee shall find by majority vote that the applicant has failed to fulfill its responsibilities as a member or no longer meets the Fund's risk management or underwriting standards or other reasons approved by the Commissioner as reasons for termination.
4. If a member's renewal application is rejected, the Fund shall comply with the termination provisions as outlined below.
5. Non-renewal of a Fund member does not relieve the member of responsibility for claims incurred during its period of membership.

Termination and/or Withdrawal Of Fund Members

1. A member must remain in the Fund for the full term of membership unless earlier terminated by a majority vote of the Fund Commissioners or a two-thirds vote of the Executive Committee for non-payment of assessments or continued non-compliance after receiving written notice to comply with the Fund's bylaws, risk management or underwriting standards, or other reasons approved by the Commissioner as reasons for termination. However, a member shall not be deemed terminated until:
 - a. The Fund gives by registered mail to the member a written notice of its intention to terminate the member in thirty (30) days; and
 - b. Like notice shall be filed with the Department and Department of Community Affairs, together with a certified statement that the notice provided for above has been given; and
 - c. Thirty (30) days have elapsed after the filing required by "b" above.
2. Notwithstanding number 1 above, within ninety (90) days after the effective date of any amendment to these bylaws, a member which did not approve the amendment may withdraw from the Fund.
3. A member that does not desire to continue as a member after the expiration of its membership term shall give written notice to the Fund of its intent ninety (90) days before the expiration of the term period. The Fund shall notify the Department and the Department of Community Affairs that the member has given notice to leave the Fund.
4. A member that has been terminated or does not continue as a member of the Fund shall remain jointly and severally liable for claims incurred by the Fund and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments.
5. The Fund shall notify the Department and the Department of Community Affairs if the termination or withdrawal of a member causes the Fund to fail to meet any of the requirements of N.J.S.A. 40A:10-36 et seq. or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the Fund shall advise the Department and the Department of Community Affairs of its plan to bring the Fund into compliance.

ARTICLE III - ORGANIZATION

Fund Commissioners:

1. Appointment:

- a. **Commissioners:** In the manner generally prescribed by law, each member shall appoint one (1) commissioner to the Fund. Each member shall select either a member of its governing body or one of its employees.
- b. **Alternate:** Each member may appoint one (1) alternate to attend either regular or special meetings on behalf of the local unit in the absence of the Commissioner. The alternate shall exercise the full power and authority of the Commissioner in his/her absence, including the right to vote. Each member shall select either a member of its governing body or one of its employees.
- c. **Special Commissioner:** In the event that the number of members is an even number, one (1) additional commissioner and an alternate to the Special Commissioner shall be appointed annually by a member on a rotating basis determined alphabetically.

The member's privilege to appoint the Special Commissioner shall remain with that member for one entire Fund year and the subsequent admission to the Fund of a member with a preceding alphabetical prefix shall not deprive any member already a member of the Fund of its prerogative to appoint a Special Commissioner during a current Fund year.

2. Terms of Office and Vacancy:

- a. All terms of office shall expire on January 1st or until a successor is duly appointed and qualified.
- b. A commissioner, other than the Special Commissioner, who is a member of the appointing member's governing body shall hold office for two years or for the remainder of his/her term of office as a member of the governing body, whichever shall be less.
- c. Commissioners who are employees of the appointing member's shall hold office at the pleasure of the local unit and can be removed by the member at any time without cause.
- d. The Special Commissioner, if any, shall serve until January 1st of the year following appointment provided, however, that if the Special Commissioner is an employee of the appointing member, he or she can be removed by the appointing local unit at any time without cause.

- e. The unexpired term of a commissioner other than the Special Commissioner, shall be filled by the appointing member in the manner generally prescribed by law.
- f. In the event of a vacancy of the Special Commissioner caused by reason other than the expiration of the term of office, the member which appointed the commissioner shall appoint the replacement for the unexpired term.
- g. Any commissioner can be removed from office for cause by two-thirds vote of the full membership of the Fund Commissioners/Executive Committee. Upon such a vote, it shall be incumbent upon the member to replace the commissioner.

3. Responsibilities:

- a. The Fund Commissioners are hereby required, authorized and empowered to operate the Fund in accordance with these bylaws and appropriate state laws and regulations in the interests of the total membership of the Fund.
- b. The Fund Commissioners shall determine and establish the Fund's budget, assessments, loss reserves, surplus, limits of coverage, limits of excess insurance or reinsurance, coverage documents, refunds and other financial and operating policies of the Fund.
- c. The Fund Commissioners shall invest monies held in trust in any account in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by joint insurance funds established pursuant to N.J.S.A. 40A:10-36, et seq.
 - d. The Fund Commissioners shall collect and disburse all money due to or payable by the Fund, or authorize such collection and disbursement.
 - e. The Fund Commissioners may enter into contracts with other persons or with public bodies of this state for any professional, administrative or other services as may be necessary to carry out the purposes of the Fund.
 - f. The Fund Commissioners may purchase and serve as the master policy holders, if desired, for any insurance, including excess insurance or reinsurance.
 - g. The Fund Commissioners shall prepare, or cause to be prepared, a risk management plan for the Fund.
 - h. The Fund Commissioners, as the need arises, may amend the bylaws and the risk management plan of the Fund pursuant to N.J.S.A. 40A:10-36, et seq.

i. The Fund Commissioners may authorize the Fund to become a member of other joint insurance Funds organized pursuant to N.J.S.A. 40A:10-36, et seq. including, but not limited to the MEL, for the purpose of providing excess, environmental impairment liability, residual liability, and or other insurance, and may authorize the Fund Chairman to execute such documents including but not limited to an indemnity and trust agreement as required to secure such membership(s).

j. The Fund Commissioners shall do all other things necessary and proper to carry out the purposes for which the Fund is established.

k. Each Commissioner shall have one vote provided, however, that the Special Commissioner, if any, shall only vote in the event of a tie.

Officers:

1. As soon as possible after the beginning of each year, the commissioners shall meet to elect the officers of the Fund from its own membership. Fund officers shall serve until January 1st of the following year, or until a successor is duly elected and qualified.
 - a. **Chairperson:** The Chairperson shall preside at all meetings of the Fund Commissioners/Executive Committee and shall perform such other duties provided for in these bylaws and the laws and regulations of the State of New Jersey.
 - b. **Secretary:** The Secretary shall serve as Acting Chairperson in the absence of the Chairperson, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.
2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the commissioners/Executive Committee may, by majority of vote, fill the vacancy for the unexpired term. In the event of a vacancy of both the Chairperson and Secretary, the longest serving member of the Executive Committee, or otherwise the longest serving commissioner shall serve as Acting Chairperson until the vacancies are filled.
3. Any officer can be removed with cause at any time by a two-thirds vote of the full membership of the Fund Commissioners.

Executive Committee:

1. If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year the Fund Commissioners and special Fund Commissioner, if any, shall meet and elect five (5) of their number to serve with the Chairperson and the Secretary as the Executive Committee of the Fund. During their term of office, members of the Executive Committee shall exercise the full power and authority of

the commissioners except as otherwise provided. Wherever the term "commissioners/Executive Committee" appears in these Bylaws, that term shall be interpreted to mean "Executive Committee", except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.

2. The Executive Committee shall serve until January 1st of the following year, or until their successors are duly elected and qualified.
3. In the event the commissioners shall elect an Executive Committee as provided for above, they may also elect up to seven (7) additional commissioners to serve as alternate members of the Executive Committee to attend either regular or special meetings to serve in the absence of a member or members of the Executive Committee. An alternate or alternates serving in the absence of a member, or members, of the Executive Committee shall exercise the full power and authority of that absent member or members. Alternates shall have all privileges and responsibilities of Executive committee members except they shall only vote when so designated below:
 - a. Alternates shall vote in established priority order, designated as alternate #1, alternate #2 etc. Alternate #1 shall vote in the absence of one member of the Executive Committee or in the absence of Alternate #1, Alternate #2 may vote, and so on.
4. Vacancies on the Executive Committee caused by a reason other than the expiration of the term of office may be filled by a majority vote of the full remaining membership of the Executive Committee.

Fund Professionals:

As soon as possible after the beginning of each year, the commissioners/Executive Committee shall meet and select persons to serve in the following professional positions. No professional nor any employee, officer or director, or beneficial owner thereof, shall be a Fund Commissioner. All professionals shall be retained pursuant to the "Local Public Contracts Law."

1. Treasurer:

The treasurer shall be a Certified Municipal Finance Officer and have the following duties and responsibilities:

- a. Custodian of the Fund's assets and shall maintain the various trust funds.
- b. Approval of all receipts, disbursements, and financial records.
- c. Draft the cash management plan and invest all balances.
- d. Serve as the Fund's representative to the MEL Investment Committee.

- e. Ascertain availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.
- f. The treasurer shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and in the laws and regulations of the State of New Jersey.
- g. The treasurer shall be covered by a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the commissioners/Executive Committee. Said bond to be paid for by the Fund.

2. **Executive Director/Administrator:**

- a. The Administrator shall serve as Executive Director of the Fund and shall be experienced in risk management matters and self-funded entities.
- b. The Administrator shall have the following duties and responsibilities:
 - i) Carry out the policies established by the commissioners and to otherwise supervise the management of the Fund.
 - ii) Advise the commissioners on risk management matters and shall prepare a draft Risk Management Plan.
 - iii) Prepare the Fund's budget, compile and bill assessments.
 - iv) Maintain underwriting files, prepare new members submissions for review of the commissioners.
 - v) Prepare draft requests for proposals for services to be provided by servicing organizations and monitor the performance of the service companies.
 - vi) Prepare filing required by state regulations.
 - vii) Coordinate the fund's meeting agenda, minutes, elections, contracts, and maintain the Fund's official records and office.
 - viii) Maintain the Fund's general ledger, accounts payable and accounts receivable function.
 - ix) Perform such other duties as provided for by the Fund Commissioners, these bylaws, and the laws and regulations of the State of New Jersey.

- c. The Administrator shall assume overall executive responsibility for the operations of the Fund except that the Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directives of the Fund Commissioners, its Service Provider contract, or the applicable statutes and regulations as to the form and timeliness of said undertaking. For example, the Executive Director shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Fund, however, the Executive Director shall not be responsible for the content of the policies or the adequacy of the coverage.
- d. The Administrator shall be bonded in a form and amount acceptable to the Commissioner. The Administrator shall also be covered by Errors and Omissions insurance as provided by N.J.A.C. 11:15-2. Said coverage is to be paid by the Fund.

3. Auditor:

The auditor shall be an independent Certified Public Accountant (CPA) or a registered municipal accountant (RMA) who has evidenced the ability and experience to properly examine a joint insurance fund. The auditor shall conduct the annual audit of the Fund in accordance with, N.J.S.A. 40A:10-36, and N.J.A.C. 11:15-2.24, and shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and the laws and regulations of the State of New Jersey.

4. Attorney:

- a. The Fund attorney shall be admitted to the New Jersey Bar and shall provide advice to the Fund on legal matters such as advising the commissioners of their obligations and responsibilities under N.J.S.A. 40A:10-36, et seq., the regulations and other pertinent law such as the Open Public Meetings Act.
- b. The attorney shall have the following responsibilities:
 - i) The attorney shall advise the Fund and the appropriateness of claim settlements recommended by the Claims Administrator.
 - ii) The attorney shall advise the commissioners on the selection of counsel to represent the Fund in the defense of claims. The Fund attorney may also provide representation concerning incidental aspects of claim matters such as motions where it is more expeditious, cost effective or otherwise to do so. However, the attorney or any member of the attorney's law firm shall not defend

claims which are the responsibility of the Fund without the authorization of the Commissioners.

- iii) The attorney shall perform such other duties as provided for by the Fund Commissioners, these bylaws and the laws and regulations of the State of New Jersey.

5. **Actuary:**

The actuary shall certify the actuarial soundness of the Fund and shall report to the Fund Commissioners in a manner and at such times established by them, and shall provide such actuarial reports as required by the Department. The actuary shall certify claim reserves, reserves for "Incurred but Not Reported" (IBNR) losses, and unearned assessments and shall comment on the adequacy of the budget.

6. **Service Agent:**

The Fund shall designate and appoint an agent in New Jersey to receive service and process on behalf of the Fund.

7. All Fund professionals shall be retained on a contractual basis which shall be approved by the Fund Commissioners and submitted to the Commissioner and the Commissioner of Community Affairs.

8. Fund Professionals shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the Fund Commissioners. The written fee schedule shall be part of the official contract.

Servicing Organizations:

1. The Fund may contract to have the following services performed:

- a. Actuarial services
- b. Claims Administration
- c. Cost containment services
- d. Loss prevention/safety engineering services
- e. Legal services
- f. Auditing services
- g. Financial services
- h. Compilation and maintenance of the Fund's underwriting file
- i. Coordination and preparation of coverage documents
- j. Risk selection and pricing
- k. Excess insurance or reinsurance producer services
- l. Member assessment and fee development
- m. Report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et seq.
- n. Other duties as designated by the Fund

2. The Fund may at its option contract for these services from different servicing organizations.
3.
 - a.) No servicing organization of the Fund, or producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c)10, or their employees, officers or directors shall have either a direct or indirect financial interest in the administrator of the Fund or be an employee, officer or director of the administrator unless notice of such interest has been provided to the Fund Commissioners and members.
 - b.) No administrator of the Fund, or their employees, officers or directors shall be an employee, officer or director of, or have either a direct or indirect financial interest in, a servicing organization of the Fund, or the insurance producer that may be appointed by that fund pursuant to N.J.A.C. 11:15-2.6(c)10-1 unless notice of such interest has been provided to the Fund Commissioners and members.
 - c.) Any employee, officer or director of the administrator, servicing organization or insurance producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c)10 shall disclose to the Fund Commissioners or Executive Committee, as applicable, any direct or indirect financial interest such employee, officer or director has in any other administrator, servicing organization or insurance producer.
4. Each service contract shall include a clause stating "unless the Fund Commissioners otherwise permit, the servicing organization shall handle to its conclusion all claims and other obligations incurred during the contract period."
5. Each Servicing Organization shall provide a surety bond and Errors and Omissions coverage if required by law, in a form and amount acceptable to the Commissioner.
6. All officers, employees and agents, including the Administrator and Servicing Organization of the Fund, on the final day of their contract or employment shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment, or if no successor has been designated, delivery shall be made to the Administrator or Fund Chairperson.

Indemnification Of Officers And Employees:

1. The Administrator, Claims Service Provider(s), Producer, Risk Management Consultant(s) and such others as are required by regulation to do so, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner. The Fund Commissioners/Executive Committee may also require other professionals to provide evidence of Errors and Omissions coverage, and any other coverage as a requirement of their contract.

2. Except to the extent covered by Errors and Omissions insurance as may be required, as set forth above, the Fund shall indemnify any past, present or future Fund Commissioner, and may indemnify such other officials or professionals or service providers as the Fund Commissioners determine, for claims arising from an act or omission of such Fund Commissioner, official or employee within the scope of the performance of such individuals' duties as Fund Commissioner, officials, professional or employee within the scope of the performance of such individual's duties as Fund Commissioner, official, professional or employee. Such indemnification shall include reasonable cost and expenses incurred in defending such claims. Nothing contained herein shall require the Fund to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such an individual and the Fund shall not be required to provide for the defense or indemnification of such an individual when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of such individual or in the event of a claim against such an individual by the State of New Jersey or if such Fund Commissioner, official, professional or employee is either covered, or required to be covered by errors and Omissions liability insurance. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Fund Commissioners/Executive Committee. Nothing herein contained is intended to shield omission or wrongdoing which would not customarily be covered by Errors and Omissions insurance if same had been required of said employee or appointed official.
3. A present, past or future Fund Commissioner, official, professional or employee of the Fund shall not be entitled to a defense or indemnification from the Fund unless:
 - a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleading, he or she delivers the original or exact copy to the Fund Chairman with a copy to the Fund attorney, together with a request that the Fund provide for his or her defense; and
 - b. In the event the Fund provides a defense or indemnification, he or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and
 - c. Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past, present or future Fund Commissioner, official, professional or employee shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.
4. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, official, professional or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Fund shall be in addition to and

not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of a Fund Commissioner, official, professional or employee; except that in no event shall a Fund Commissioner, official, professional or employee receive compensation in excess of the full amount of a claim and reasonable costs and expense incurred in defending such claim.

5. Expenses incurred by any Fund Commissioner, official, professional or employee in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

Advisory Committees:

1. From time to time, the Fund Chairperson may establish advisory committees and may appoint any individual to serve on these committees except that only Fund Commissioners may serve on a Nominations Committee, if any, established for the purpose of proposing candidates to stand for election as a Fund officer or member/alternate of the Executive Committee.

2. **Safety Committee:**

- a. **Membership:** Each member shall appoint one of its management employees to serve as the safety coordinator, for the member. The safety coordinator shall serve as the representative of the member on the Fund's Safety Committee. The member shall also designate a management employee to serve as alternate safety coordinator whenever the safety coordinator is unable to serve. The safety coordinator and the alternate shall serve at the pleasure of the member and shall perform those duties specified in the Fund's Loss Control Program.

- b. The Fund's safety committee shall consist of the Fund's safety director and the safety coordinator from each member. The alternate safety coordinator from each member may also attend meetings of the safety committee.

- c. At the beginning of each year the safety committee shall select a chairperson to preside over meetings of the committee.

- d. **Duties:** The safety committee shall meet at least quarterly and shall have the following duties or responsibilities.

- i) Confer with the Fund's safety director to develop a comprehensive safety and loss control program.

- ii) Monitor all accident trends and frequency of accident in order to identify problem areas and local unit activities and programs requiring more frequent loss control surveys and evaluations.
- iii) Assist in the development of a safety educational program that will include visual aids, equipment, etc.
- iv) Make recommendations to the Fund for policies that will implement a comprehensive safety and loss control program for the Fund and the member local units.
- v) Perform such other duties that are assigned by the Fund Commissioners or required by law.

Field Services:

1. Each member local unit shall appoint an Insurance Producer as a Risk Management Consultant who shall not be a Fund Commissioner or employed by or under contract to the Fund as an Administrator or a servicing organization.
2. The Risk Management Consultant's specific responsibilities shall include, but not be limited to:
 - a.) Evaluation of the member's exposures.
 - b.) Explanation of the various coverages available from the Fund and assisting the member in the selection of proper coverage.
 - c.) Preparation of applications, statements of values, etc. required by the Fund.
 - d.) Review of the member's assessment and assisting in the preparation of the local unit's insurance budget.
 - e.) Assisting in the claims settlement process.
 - f.) Review of losses and engineering reports and providing assistance to the member's safety committee.
 - g.) Attendance at the majority of meetings of the Fund Commissioners/Executive Committee.
 - h.) Such other services as required by the members of the Fund.
3. The Risk Management Consultant(s) shall be appointed in conformance with the Public Contracts Law.

4. The Fund shall establish a commission rate which shall not exceed 6% of the member's annual assessment. At the option of the member, the member may direct the fund to pay that member's Risk Management Consultant at a lower rate and return the difference to the member.

5. A member may elect to perform all or any portion of the duties of the Risk Management Consultant through its own staff.

a.) If the member performs the services of the Risk Management Consultant itself, it shall agree to indemnify and hold harmless the Fund, Fund Commissioners and other Fund professionals, servants, agents and employees from any and all claims arising from its decision to act in such manner.

b.) At the option of the member, the member's assessment may be computed and billed net of the fee provided for in paragraph 4 above, or the member may direct the Fund to pay that member's Risk Management Consultant at a lower commission rate and return the difference to the member.

ARTICLE IV - OPERATION OF THE FUND

General Operation:

1. The Fund shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and regulations (including but not limited to N.J.A.C. 5:34) and the various statutes authorizing the investment of public funds, including but not limited to N.J.S.A. 40A:10-10 (b), 40A: 10-38, 17:12B-241 and 17:16L.
2. The Fund shall be considered a local unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.
3. The Fund shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations will be promptly met. The Fund shall prepare a financial statement on a form acceptable to the Commissioner showing the financial ability of the Fund to meet its obligations. The members may, upon majority vote, request that the Commissioner order an examination of any Fund member which the Fund Commissioners/Executive Committee in good faith believes may be in a financial condition detrimental to other Fund members or to the public.
4. All monies, assessments, funds and other assets of the Fund shall be under the exclusive control of the Fund Commissioners.

5. The Fund shall adopt a resolution designating its fiscal year as January 1 through December 31st.
6. The Fund shall adopt a resolution designating a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a Certified Municipal Finance Officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall quarterly report to the Fund Commissioners on investment and interest income.
7. All books, records, files, documents and equipment of the joint insurance fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-2.21(e), shall be retained by the Fund Administrator at the discretion of the Fund Commissioners in accordance with a record retention program adopted by the Fund. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund shall also retain claims information as per N.J.A.C. 11:15-2.4(g).
8. The minimum Workers' Compensation contribution of the members shall be collectively at least \$250,000 for the Fund's first year and at least \$500,000 for each subsequent year of operation unless otherwise approved by the Commissioner.

Risk Management Plan:

1. The Fund Commissioners/Executive Committee shall prepare or cause to be prepared, a Risk Management Plan for the Fund including all information required in N.J.A.C. 11:15-2.6(e). The Risk Management Plan shall be adopted and approved by resolution of the Fund Commissioners/Executive Committee.
2. The Risk Management Plan and all amendments must be approved by the Commissioner and the Commissioner of the Department of Community Affairs before it takes effect.

Financial Statement and Reports:

1. The Fund Commissioners shall provide its members with periodic reports covering the activities and status of the Fund for the reporting period. The reports shall be made at least quarterly, and may be made more frequently at the direction of the Commissioners, and shall include, but not be limited to, the minutes, the Administrator's report, the Treasurer's report, and a summation of Fund activity, including comments on previously reported claims and newly reported claims, and any other information required by the Commissioners. The Treasurer's report

shall include budget status, account balances, claims information, investment status, earnings and the costs of making investments. These reports shall also be submitted, with a copy of the minutes of the closed session, to the Department.

2. A sworn annual report in a form prescribed by the Commissioner shall be prepared by the Fund, filed with the Department and be made available to each Fund member not later than one hundred eighty (180) days after the end of each Fund year. The report shall be accompanied by an annual audited statement of the financial condition of the Fund prepared by the Auditor, and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-36. and these bylaws.
3. For the initial two fiscal years of the Fund, the Fund shall file with the Department unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days of the end of each calendar quarter.
4. After the initial two years, the Fund shall file with the Department semi-annual unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days after the end of each six month period. The semiannual report covering the six month period ending December 31 shall include a compilation of the results reported in the semiannual report for the period ending June 30 immediately preceding.
5. Such other information as may be required by the Department pursuant to N.J.A.C. 11:15-2.24.

Coverages:

The Fund may offer the following coverages to the members:

- a. Workers' Compensation and Employer's Liability. The Workers' Compensation benefits levels will equal those required by the Workers' Compensation law and other applicable statutes. The Fund shall make payment to Workers' Compensation recipients in a timely fashion in accordance with the regulations of the Department of Banking and Insurance.
- b. Liability other than Motor Vehicles
- c. Property Damage including Motor Vehicle as well as comprehensive employee dishonesty including monies and securities.
- d. Motor Vehicle Liability
- e. Environmental impairment liability through membership in an Environmental Impairment Liability Fund.

Services:

The Fund may also provide its members with safety and loss control programs and may jointly purchase or lease, on behalf of its membership, safety and loss control services, training, equipment and apparatus, in connection with the provision of the coverage set forth above.

ARTICLE V - MEETINGS AND RULES OF ORDER

Meetings:

1. Annual Organization Meeting:

As soon as possible after the beginning of the year, the Fund Commissioners shall meet to elect officers and the Executive Committee, if any, to appoint professionals and servicing organizations and conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson, and the Secretary shall send written notice to the clerks of participating local units at least two (2) weeks in advance.

2. Business Meetings:

The Fund Commissioners/Executive Committee shall establish an annual schedule of meetings to conduct the business of the Fund. All Fund Commissioners may attend open or closed sessions of the Executive Committee.

3. Special Meetings:

The Chairperson or three (3) Commissioners may call a special meeting by notifying the Fund's Secretary at least three (3) days in advance. The Secretary shall notify the Fund Commissioners/Executive Committee by telephone. If the Secretary is unable to reach a member as of forty-eight (48) hours before the meeting, the Secretary shall telephone another official of the member local unit using the following order: member's Clerk, Business Administrator.

4. Quorum:

The quorum for a meeting of Fund Commissioners shall be as follows:

- a. A majority of the Fund Commissioners unless the total number of members exceed 25.

b. If the total membership exceeds 25 in number, then a quorum shall be 13 plus a sum equal to 20% of the number of members in excess of 25 rounded to the next higher number.

5. A quorum for Executive Committee meetings shall be four, including the Chairperson, Secretary and alternates.
6. Whenever an election is required, the Fund Chairperson may cause a paper ballot to be mailed to each Fund Commissioner which shall be counted at a time and place established by the Chairperson. In the event the number of valid ballots is less than a quorum, the vote shall be null and void.
7. The Secretary shall cause written minutes to be maintained of all Fund meetings, and shall cause the minutes to be made available to the commissioner upon request.

Conduct Of Meetings:

1. All meetings of the Fund shall be subject to the rules and regulations of the Open Public Meetings Act. (N.J.S.A. 10:4-6 et seq.)
2. Unless otherwise provided in these bylaws, or in the laws or regulations of the State of New Jersey, "Robert's Rules of Order" shall govern the conduct of all meetings.

Amendments To The Bylaws:

1. Any commissioner may propose an amendment to the bylaws by filing the proposed amendment in writing with the Secretary.
2. Upon receipt of a proposed amendment, the Secretary shall notify the Chairperson who shall schedule a hearing to be held not more than forty-five (45) days from the date the amendment was filed. The Secretary shall notify in writing all Fund Commissioners of the hearing date and shall send all Fund Commissioners a copy of the proposed amendment.
3. The amendment is adopted by the Fund when the governing bodies of three-fourths (3/4) of the members approve the amendment within six (6) months of the hearing on the amendment. In the event Section 40A:10-43 is amended, the procedure and vote required by said statute as amended shall control. If after six (6) months the Secretary has not received written notice of approval from three-fourths (3/4) of the members the Secretary shall notify the members that time has expired for the adoption of the amendment.
4. If adopted, the amendment shall not take effect until approved by the Commissioner and the Commissioner of the Department of Community Affairs.

ARTICLE VI - BUDGETS

A. In November of each year, the Fund shall prepare the budget for the upcoming fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self insurance or loss retention accounts. The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves, but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.

B. A copy of the Fund's proposed budget shall be made available to each member at least two (2) weeks prior to the time scheduled for its adoption. No budget shall be adopted until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et. seq. giving all members the opportunity to present comments or objections.

C. Not later than December 31st of each year the Fund Commissioners/Executive Committee shall adopt by majority vote the budget for the Fund's operation for the coming fiscal year.

D. A copy of the adopted budget and actuarial certification shall be filed with the Department and the Department of Community Affairs within 30 days of its adoption.

E. An adopted budget may be amended by majority vote of Fund Commissioners/Executive Committee.

F. A copy of any amendment to the budget shall be filed with the Commissioner, the Commissioner of the Department of Community Affairs and the governing body of each member within 30 days of the adoption of any budget amendment which either singly or cumulatively with other adopted budget amendments changes the total budget five (5) percent from the original budget or the latest filed amended budget.

ARTICLE VII - ASSESSMENTS

Annual Assessment

1. In November of each year, the Executive Director/Administrator shall compute each member's assessments for the upcoming Fund year, which shall

consist of an amount allocated for the administrative account plus specific assessment to establish and/or replenish the claim or loss retention trust fund account for each type of coverage provided by the Fund and in which such member participates.

2. The annual assessment of each participating local unit shall be its pro rata share of the Fund's budget for the upcoming year for each line of coverage provided to the member.

3. The calculation of pro rata shares shall be based on each member's manual premium by Fund year for that line of coverage. To the extent possible, the Fund shall use experience modification formulas in computing manual premiums. Unless otherwise approved by the Commissioner, the assessment for Worker's Compensation and Employer's Liability shall be based upon the experience rating plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner. The Fund Commissioners /Executive Committee may also adopt a capping formula which limits the increase in any member's assessment to the fundwide average increase plus a percentage established by the Fund Commissioners/Executive Committee.

4. The total amount of each member's annual assessment shall be certified by majority vote of the Fund Commissioners/Executive Committee to the governing body of each participating local unit at least one (1) month prior to the beginning of the next fiscal year.

5. The annual assessment shall be paid to the Fund in installments, to be determined by the Fund Commissioners/Executive Committee which shall conform with N.J.A.C. 11:15-2.15(a).

6. The Treasurer shall deposit each member's assessment into the appropriate accounts, including the administrative account and the claim or loss retention Trust Fund account.

7. If a member joins the Fund or elects to participate in a line of coverage after the start of the Fund year, such member's assessments and supplemental assessments shall be reduced in proportion to that part of the year which had elapsed.

Supplemental Assessments:

1. The Fund Commissioners/Executive Committee shall by majority vote levy upon the member local units additional assessments wherever needed or so ordered by the Commissioner to supplement the Fund's claim, loss retention or administrative accounts to assure the payment of the Fund's obligations.

a. All supplemental assessments shall be charged to the members by applicable Fund year, and shall be apportioned by that year's assessments for that line of coverage.

b. All members shall be given at least thirty (30) days advance written notice of the Fund's intention to charge an additional assessment.

c. Members shall have thirty (30) days to pay the Fund from the due date established by the Fund Commissioners/Executive Committee at the time any supplemental assessment is adopted. Whenever possible, the due date shall be no sooner than the beginning of the Fund's next fiscal year.

2. The Fund shall submit to the Commissioner and the Commissioner of Community Affairs a report of the causes of the Fund's insufficiency, the assessments necessary to replenish it and the steps taken to prevent a reoccurrence of such circumstances.

Failure Or Refusal To Provide Required Assessments:

Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the Chairperson or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner and the Commissioner of Community Affairs. Past due assessments shall bear interest at the rate of interest to be established annually by the Fund Commissioners/Executive Committee.

Insolvency And/Or Bankruptcy Of Fund Members:

The insolvency or bankruptcy of a member does not release the Fund, or any other member, of joint and several liability for the payment of any claim incurred by the member during the period of its membership, including, but not limited to, being subject to and liable for supplemental assessments.

ARTICLE VIII - REFUNDS

A. Any monies for a Fund year in excess of the amount necessary to fund all obligations for that fiscal year as certified by an actuary may be declared to be refundable by the Fund in accordance to N.J.A.C. 11:15-2.21. The Fund shall submit a written notification to the Department and the Department of Community Affairs at least 30 days prior to the proposed refund.

- B. A refund for any fiscal year shall be paid only in proportion to the member's participation in the Fund for such year. Payment of a refund shall not be contingent on the member's continued membership in the Fund.
- C. The Fund may apply a refund to any arrearage owed by the member to the Fund. Otherwise, at the option of the member, the refund may be retained by the Fund and applied towards the member's next annual assessment.

ARTICLE IX - EXCESS INSURANCE AND/OR REINSURANCE

- A. Consistent with N.J.A.C. 11:15-2.6(a)6, and N.J.A.C. 11:15-2.23 the Fund shall secure excess insurance or reinsurance in a form, in an amount and by an insurer, or other entity authorized to provide such coverage in New Jersey pursuant to law, acceptable to the Commissioner, if commercially available and unreasonably priced, as determined by the Fund Commissioners/Executive Committee for each Fund year, and as approved by the Department and the Department of Community Affairs.
- B. The policies of excess insurance and/or reinsurance issued by an insurer to the Fund shall provide single accident (single occurrence) excess insurance and aggregate excess insurance.
- C. Certificates of excess insurance and/or reinsurance showing policy limits, specific and aggregate retention, and other information shall be available for the inspection by each member and shall be filed with the Commissioner.
- D. Losses in excess of the established self-insured retention shall be borne by the excess carrier(s) according to the terms and conditions of the excess contract(s).
- E. Any proposed change in the terms or limits of excess insurance and/or reinsurance shall be submitted to the Department and the Department of Community Affairs for approval at least 30 days prior to the effective date of the proposed change.
- F. Notwithstanding, A through E above:
 - 1. The Fund is not required to maintain single accident (single occurrence) excess insurance if the Fund's single accident (single occurrence) limit of liability as set forth in its approved plan of risk management is equal to or less than its single accident (single occurrence) self-insured retention as approved by the Department.
 - 2. The Fund is not required to maintain aggregate excess insurance if its accumulated budgeted losses pursuant to N.J.A.C. 11:15-2.23(g) qualify the Fund for an exemption pursuant to N.J.A.C. 11:15-2.23 (f), or the Fund maintains an excess loss contingency balance in the Claims Account in conformance with N.J.A.C. 11:15-2.23(f).

ARTICLE X - TRUST FUND ACCOUNTS, INVESTMENTS AND DISBURSEMENTS

Establishment Of Trust Fund Accounts

1. By resolution, the Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law.
2. Consistent with N.J.A.C. 11:15-2.13, the Fund shall establish a separate Trust Fund Account from which monies shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance or reinsurance premiums designated as the Claims or Loss Retention Fund Account.
 - a. Other than for claims, allocated claims expense, or excess insurance premiums, no transfers or withdrawals may be made from a claim or loss retention account without the prior written approval of the Commissioner except that refunds must be made in accordance with N.J.A.C. 11:15-2.21.
 - b. The Fund shall maintain accounting records allocating all income, disbursements, and assets in the Claims account by line of coverage and by Fund year. Accounting records for closed Fund year(s) shall be allocated by member. Accounting records for loss fund contingency or excess loss contingency shall also be allocated by member.
3. The Fund shall also establish an administrative account which shall be utilized for payment of the Fund's general operating expenses, loss prevention activities, data processing services, and general legal expenses. The Fund shall maintain accounting records for the administrative account per 2(b) above.

Investments

1. The balance of any account shall be invested to obtain the maximum interest return practical. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments and pursuant to N.J.S.A. 40A:10-10b.
2. The investment and interest income earned by the investment of the assets of each claim or loss retention account shall be credited to each account.

3. The investment and interest income earned by investment of the assets of the administrative account shall be credited to that account.

Disbursements

1. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify as to the availability of sufficient unencumbered funds to fully pay all charges or commitments to be accepted.
2. All disbursements, payments of claims or expenditure of funds must be approved by a majority vote of the Fund Commissioners/Executive Committee.
3. Notwithstanding numbers 1 and 2 above, the Fund may provide for the expedient resolution of certain claims by designating the Fund's Administrator or service organization as a "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. The Fund may authorize the certifying and approving officer to approve for payment any specified claims in an amount not to exceed an amount approved by the Commissioner in the Plan of Risk Management. The Fund shall establish such other procedures and restrictions on the exercise of this authority as the Fund deems appropriate.
4. Upon approval, the certifying and approving officer shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets, directing that a check for payment be prepared.
5. Each month, the certifying and approving officer shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be reviewed and approved or rejected by vote of the Fund Commissioners/Executive Committee at their next regularly scheduled meeting. If any payment is not approved, appropriate action shall be taken.
6. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and shall be certified by an officer or duly designated agent or employee of the Fund having knowledge of the facts that the goods have been received by, or the services rendered to the Fund. In the case of claims or losses to be charged against any loss fund, the Fund's claims administrator shall certify as to the claims correctness and validity.
7. All claims shall be paid by check. The checks shall be signed by two persons so designated by the Fund Commissioners/Executive Committee. Payment of claims may be made by wire transfer.
8. All claims or other disbursements approved for payment by the Fund shall be recorded in a claims register maintained by the custodian of the Fund's assets.

ARTICLE XI - CONFLICT OF INTEREST

- A. All officials or employees of a member local unit or any members of the family of such officials or employees shall comply with N.J.S.A. 40A: 22.1 et. seq. (The "Local Government Ethics Law").

ARTICLE XII - VOLUNTARY DISSOLUTION OF THE FUND

- A. If the Fund Commissioners/Executive Committee deem it in the best interest of the members to dissolve the Fund, they shall by majority vote direct that a written Plan of Dissolution be prepared.
- B. The Plan of Dissolution must provide for the payment of all unexpired losses of the Fund and its members, including all incurred but not reported losses, as certified by an actuary, before any assets of the Fund or the trust fund accounts may be used for any other purpose.
- C. Upon completion of the plan, the Chairperson shall call a general meeting of all Fund Commissioners/Executive Committee who shall review the plan and make any appropriate amendments. By majority vote, the Fund Commissioners may recommend to the members that the Fund be dissolved in accordance with the Plan of Dissolution.
- D. A majority of the governing bodies of the members must by resolution vote to accept the Plan of Dissolution in order to dissolve the Fund.
- E. Such Plan of Dissolution shall contain a statement of the Fund's current financial condition computed both on a statutory basis and according to generally accepted accounting principles as attested to by an independent certified accountant.
- F. The Plan of Dissolution and other such information as may be required, must be filed with and approved in writing by the Commissioner and the Commissioner of the Department of Community Affairs not later than 90 days prior to the proposed effective date of dissolution.

ARTICLE XIII - CLAIMS HANDLING PROCEDURE

Claims Reporting:

Upon receipt of the initial notice of a claim, the member shall immediately forward the notice of claim and any other information available to the claims administrator and, where appropriate, to the Fund's attorney for initial contact, investigation, court actions or other appropriate response.

Registration Of Claims:

Upon receipt of initial notice of claim, whether by service of process, notice of claim or petition or otherwise, the claims administrator shall cause each claim to be numbered, and to be included on a monthly report to the Executive Director. The monthly report shall set forth the name of the claimant, the nature of the claim, the type insurance coverage claimed against, and to the extent known, an approximate estimate of the magnitude of the potential loss. This report shall be considered confidential.

Notice Of Request for Settlement Authority:

Whenever an investigation discloses that the prompt, fair and equitable settlement of a claim is appropriate and possible, and such settlement exceeds the authority of the claims administrator, the claims administrator shall submit to the fund administrator for review at a Fund Commissioners/Executive Committee meeting, a request for settlement authority. This notice shall be on forms approved by the Fund Commissioners/Executive Committee and shall set forth identifying information concerning the claim, recommendations where appropriate concerning the legal liability of the Fund, a summary of investigative work concerning the merits of the claim and the reasons underlying the recommended settlement authority.

Approval Of Payments And Settlements:

Whenever the Fund shall make any payment or settlement of any claim, a notation thereof identifying the claim, and the amount paid shall be entered upon a ledger of claims paid.

ARTICLE XIV - COMPLAINT HANDLING PROCEDURE

- A. Whenever any interested party shall submit a complaint in writing to the Fund, the executive director/administrator, or any member of the Fund, a copy thereof shall be forthwith communicated to the Fund Commissioners/Executive Committee for consideration at its next regularly scheduled meeting.
- B. At said meeting the Fund Commissioners/Executive Committee shall consider the complaint, and by recorded vote take such action as might be appropriate.
- C. The complaining party, and the Fund Commissioner from the local unit shall receive written notice of the Fund Commissioners/Executive Committee findings. The written notice to the complaining party, may where appropriate, include an opportunity for the complaining party to have a hearing concerning his/her complaint before the Fund Commissioners/Executive Committee.
- D. The Fund shall keep a separate record of all complaints received and the disposition of same.

- E. If the complaining party is dissatisfied with the Fund Commissioners/Executive Committee's decision, the complaining party may appeal this determination to the independent appeal organization or arbitrator designated by the Fund annually.
- F. If the complaining party is dissatisfied with the determination of the independent appeal agency or arbitrator, the complaining party may exercise any remedies provided by law.

ARTICLE XV - OTHER CONDITIONS

Inspection and Audit:

The Fund shall be permitted but not obligated to inspect, at any reasonable time, the workplaces and operations of each member covered by this agreement. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the member or others, to determine or warrant that such workplaces, operations, are safe or healthful, or are in compliance with any law, rule or regulation.

The Fund shall be permitted to examine and audit the member's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this agreement.

Notice Of Injury:

When an injury occurs, written notice shall be given by or on behalf of the member to the Fund or any of its authorized agents as soon as practical. Such notice shall contain particulars sufficient to identify the member and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

Notice Of Claim Or Suit:

If claim is made or formal petition or a suit or other proceedings are brought against the member, it shall immediately forward to the Fund every demand, notice, summons or other process received by the member or its representative.

Assistance and Cooperation Of The Participant:

The member shall cooperate with the Fund, and upon the Fund's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The

member shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

Action Against Fund:

No action shall lie against the Fund unless, as a condition precedent thereto, the Member shall have fully complied with all the terms of this agreement, not until the amount of the member's obligation to pay shall have been finally determined either by judgment against the member after actual trial or by written agreement of the member, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this agreement to the extent of the protection afforded by this agreement. Nothing contained in this agreement shall give any person or organization any right to join the Fund as a co-defendant in any action against the member to determine the member's liability.

Bankruptcy or insolvency of the member shall not relieve the Fund of any of its obligations.

Subrogation:

In the event of any payment under the agreement, the Fund shall be subrogated to all rights of recovery therefore of the member and any person entitled to the benefits of this agreement against any person or organization and the Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The member shall do nothing after loss to prejudice such rights.

Conformance With Statute:

In the event any portion of these bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

THUS DONE, READ AND PASSED in my office in _____, state of New Jersey.

~~SUBURBAN~~ ~~ESSEX~~ THE SUBURBAN METRO JOINT
INSURANCE FUND

BY:

Resolution No. 2020-18

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION OF SUPPORT ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE SUSTAINABLE JERSEY GRANT APPLICATION

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Town of Secaucus strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Town of Secaucus is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program; and

THEREFORE, BE IT RESOLVED, the Mayor and Town Council of the Town of Secaucus, State of New Jersey, have determined that the Town should apply for the aforementioned Grant; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council of the Town of Secaucus, State of New Jersey, authorize the submission for the aforementioned Sustainable Jersey Grant.

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra
Town Clerk Mayor

Motion	Yes	No	Abstain	Absent
<u>MD</u>				
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Delbert	✓			
Councilman Gerardo	✓			
Councilwoman Yungblut	✓			
Mayor Conners	✓			

Resolution No. 2020-19

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

**A RESOLUTION AUTHORIZING INTEREST
RATE/GRACE PERIOD/YEAR-END PENALTY**

WHEREAS, N.J.S.A. 54:4-67 et seq., permits the Mayor and Council to fix the rate of interest to be charged for the nonpayment of taxes, assessments, or other municipal charges.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that the rate of interest on unpaid taxes shall be eight percent (8%) per annum for the first One Thousand Five Hundred Dollars (\$1,500.00) of delinquency and eighteen percent (18%) per annum on any amount in excess of One Thousand Five Hundred Dollars (\$1,500.00) to be calculated from the date the tax was payable until the date of actual payment, provided that no interest shall be charged if payment of any installment is made on or before the tenth (10th) calendar day following the date upon which the same became payable; and

BE IT FURTHER RESOLVED, that in addition to the interest provided above, on all delinquencies in excess of Ten Thousand Dollars (\$10,000.00) and which are not paid prior to the end of the year, the Tax Collector shall also collect a penalty of six percent (6%) of the amount of the delinquency in excess of Ten Thousand Dollars (\$10,000.00); and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Town Tax Collector.

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

Council on 1-7-20

Michael Marra

Town Clerk

Mayor

Motion	Yes	No	Abstain	Absent
Second: <u>W/M</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Ciancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Resolution No. 2020-20

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

**A RESOLUTION APPROVING
MAINTENANCE LIEN
OVERPAYMENT REFUND**

WHEREAS, it has been determined by the Tax Collector that the taxpayer indicated is entitled to maintenance lien overpayment refund for 4th Quarter 2019; and

WHEREAS, it is the desire of the Mayor and Council to have this overpayment returned to the respective taxpayer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus that the requested Maintenance Lien overpayment refund be made:

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

BLOCK	LOT	ADDRESS	AMOUNT
M0203	5	188 Meadow Lane	\$ 100.00

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

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.

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra [Signature]
Town Clerk Mayor

Motion	<u>MD</u>	Yes	No	Abstain	Absent
Second:	<u>WM</u>				
Councilman Costantino	✓				
Councilman McKeever	✓				
Councilman Clancy	✓				
Councilman Dehnert	✓				
Councilman Gerbasio	✓				
Councilwoman Tringali	✓				
Mayor Gonnelli	✓				

Resolution No. 2020-21

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE DESIGNATION OF A PETTY CASH CUSTODIAN**

WHEREAS, pursuant to N.J.S.A. 40A:5-21, **Anna Territola** is hereby appointed as custodian of the Petty Cash Fund which is established for the Finance Department of the Town of Secaucus; and

WHEREAS, the Town of Secaucus, County of Hudson, State of New Jersey, has established the listed Petty Cash Fund Accounts with the New Jersey Department of Community Affairs, Division of Local Government Services in the amount of \$200.00 each:

**Department of Public Works
Finance Department
Police Department
Recreation Department**

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that **Anna Territola** is hereby appointed Custodian of the Finance Petty Cash Fund, in accordance with the rules and regulations of the Director of Local Government Services, upon receipt of their approval; 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: January 7, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra [Signature]
Town Clerk Mayor

Motion	<u>MD</u>	Yes	No	Abstain	Absent
Second:	<u>WM</u>				
Councilman Costantino	✓				
Councilman McKeever	✓				
Councilman Clancy	✓				
Councilman Dehnert	✓				
Councilman Gerbasio	✓				
Councilwoman Tringali	✓				
Mayor Connelly	✓				

RESOLUTION NO. 22 -2020

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
APPROVING SENIOR CITIZEN DEDUCTION
FOR SPECIFIED PERSON(S)

WHEREAS, it has been determined by the Tax Assessor that the below listed taxpayer(s) within the Town of Secaucus is entitled to a Senior Citizen Deduction for the year 2019; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus that the Tax Collector is hereby authorized to refund overpayment in the amount shown below to the requisite taxpayer(s).

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

BLOCK	LOT	NAME/ADDRESS	AMOUNT
192	18	Gargiulo, Eileen 1587 Paterson Plank Road	\$ 250.00

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.

Motion <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli				

Adopted: January 7, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra
Town Clerk Mayor

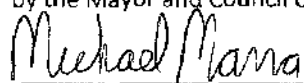
RESOLUTION: 2020-23

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

BE IT RESOLVED, by the Mayor and Town Council of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Police Committee and Police Chief the person(s) listed below are hereby appointed to the position of Probationary Police Officers for the Secaucus Police Department (#31002). These positions are based on the collective bargaining contractual agreement step #1 with a base salary of \$35,000.00 per annum, plus any contractual stipends effective January 7th, 2020 as follows:

1. Maraldo, Peter
2. Miller, Christopher
3. Wise, Dwight
4. Delseni, David
5. Borrelli, Michael
6. Mitchell, Jason

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 January 7, 2020.



Town Clerk



Mayor

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

RESOLUTION NO: 2020-24
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 the Personnel Committee and Town Administrator, that the below person has the requisite training and certification to hereby be appointed to the part time position of Chief Financial Officer in the Finance Department (**#13000**) effective January 7th, 2020, as follows:

DeBlasio, Patrick

\$45,000.00 / annum

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 January 7, 2020

Michael Manna
Town Clerk Mayor

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

RESOLUTION NO. 2020-25

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE
TAX APPEAL REGARDING LOT 2.01 IN BLOCK 46 AS
SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN
OF SECAUCUS OWNED BY SINAI ASSOCIATES, INC.**

WHEREAS, Sinai Associates, Inc., the owner of real property located at 700 Penhorn Avenue, otherwise designated as Lot 2.01 in Block 46 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 an Added Assessment levied upon said property for the 2016 Tax Year; and

WHEREAS, this resolution shall serve as a correction to Resolution No. 2019-347 approved on December 16, 2019, as that resolution had an error in the Assessed Value and tax recapture amount; and

WHEREAS, the Parties have agreed to rescind the Added assessment and adjust the real property's Overall Assessed Value accordingly; and

WHEREAS, the Complaint filed for 2016 shall be withdrawn along with the Town's withdrawal of its Counterclaim; and

WHEREAS, by further agreement of the Taxpayer the Freeze Act shall not apply to the 2017 and 2018 Tax Years, respectively; and

WHEREAS, the overall Assessed Value for the 2019 Tax Year shall reflect the rescission of the Added Assessment sum; and

WHEREAS, for Tax Year 2016 the following values shall apply:

Land: \$1,006,500
Improvement: \$4,768,500
Total \$5,775,000

WHEREAS, the Taxpayer has further agreed to waive statutory pre-judgment interest on the tax refund; and

WHEREAS, the Town Tax Assessor has agreed to the rescission of the Added Assessment on the real property for the subject Tax Year in accordance with the settlement; and,

WHEREAS, the agreed upon rescission of the Added Assessment has resulted in a total tax recapture by the Taxpayer for the property in the amount of \$30,074 and

WHEREAS, the total tax recapture shall be provided to the Taxpayer as a credit against any unpaid 2019 Taxes and 2020 Taxes if necessary; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to adjust the Assessed Values on the subject real property in accordance with the terms of settlement set forth herein.

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 Assessed Value of the Property located at 700 Penhorn Avenue (Lot 2.01 Block 46) (together with the other terms of settlement) shall be as follows:

Tax Year 2016	\$5,550,000
Tax Year 2017	\$5,550,000
Tax Year 2018	\$5,550,000

2. Tax Year 2016 Complaint shall be withdrawn.

3. The Freeze Act shall not apply to Tax Years 2017 and 2018, respectively.
4. The Town Tax Collector is hereby authorized to correct her records to reflect the Town's determination not to require issuing of a check to the Taxpayer upon receipt of the Tax Court Judgments representing fifty (50%) of the Total Tax Recapture attributable to the reduction in Assessed Values set forth herein \$30,074.
5. The Town Tax Collector is hereby authorized to apply a credit in the amount of \$30,074 to the Taxpayer's Tax Years 2019 and 2020 tax bills.
6. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaims filed for each of the subject years.
7. This Resolution shall take effect immediately or as otherwise 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 the resolution approved by the Mayor and
Council on 1-7-20.
Michael Marra [Signature]
Town Clerk Mayor

Motion <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Behnert	✓			
Councilman Gerbasio	✓			
Councilwoman Fungali	✓			
Mayor Gonnelli	✓			

RESOLUTION No. 2020-26

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 the Chief Financial Official be and is hereby authorized to make the following transfers for 2019 budget year effective 12/31/2019 in accordance with N.J.S.A 40a:4-58, two thirds of the full membership of the Town Council concurring:
SEE THE ATTACHED WORKSHEET.

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 1-7-20
Michael Marra [Signature]
Town Clerk Mayor

Motion <u>MD</u>	Yes	No	Abstain	Absent
Second <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

[illegible]


RESOLUTION NO: 2020-27
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 the Personnel Committee and Town Administrator, that the below person hereby be promoted to the full time salary position as Director of Finance/Treasurer in the Finance Department (**#13000**) effective January 7, '2020, as follows:

Nagpal, Sheetal

\$80,000.00/annum
(inclusive of overtime)

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 January 7, 2020

Michael Marra 
Town Clerk Mayor

Motion: <u>MD</u>	Yes	No	Abstain	Absent
Second: <u>WM</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			