

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - SEPTEMBER 28, 2021
CAUCUS/EXECUTIVE SESSION 4:30 PM
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR INTRODUCTION

Ordinance No. 2021-27: An ordinance amending Chapter 12 of the Code of the Town of Secaucus entitled "Fire Department" to update election timing

Ordinance No. 2021-28: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of a handicapped parking spot on Born Street)

RESOLUTIONS (CONSENT AGENDA)

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for an Off-Premise 50/50 to be held on December 9, 2021, sponsored by St. Matthew Evangelical Lutheran Church

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by Alex Baggot of NJ Play to use Shetik Field on Wednesday nights from September 29 to November 17 for an Adult League

2) Acceptance of extended leave of absence for Sarin Nair due to a new role at work requiring him to be out of the United States

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus
CONSENT AGENDA – 9/28/21

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 granting Linda Eileen Kitrys from Recreation an unpaid leave of absence while on temporary disability with continued life insurance and for pension purpose, effective September 14, 2021 through December 31, 2021
- 2) Resolution assigning additional responsibilities to Viraj Bhutani in the Medical Escort Department with a salary increase to \$65,000 annually, retro to September 15, 2021
- 3) Resolution transferring personnel to Regular Part-Time Lifeguard positions at the Recreation Center Department, effective September 29, 2021
- 4) Resolution appointing Michael Donatelli to the Replacement Regular Part-Time Animal Assistant Position in the Animal Shelter, effective September 15, 2021, at the hourly rate of \$12.00
- 5) Resolution appointing Gabriella Castelli and Abigail Fink as Regular Part-Time Counselors for the 2021/2022 school year at the Before and After Care Programs, each effective September 29, 2021, each at the hourly rate of \$12.00 and granting a rate adjustment to Jasmine Vega to \$14.00/hour
- 6) Resolution authorizing a salary increase for Abigail Gonzales to an annual amount of \$20,000.00 for taking on additional all-inclusive responsibilities for the Recreation Department, effective September 29, 2021
- 7) Resolution appointing Kelly Buckley to the Full-Time Administrative Assistant Position responsible for overseeing the BTB, EPOS and Teen Center Programs in the Recreation Department, effective September 29, 2021, at the annual salary of \$35,000.00
- 8) Resolution authorizing the Department of Recreation to apply for funds from the New Jersey Department of Community Affairs under the FY2022 Recreational Opportunities for Individuals with Disabilities (ROID) Grant Program
- 9) A resolution on behalf of the Town of Secaucus regarding authorization to receive proposals for the accepting and processing of specific recyclable materials
- 10) A resolution on behalf of the Town of Secaucus awarding the collection services contract to Penn Credit Corporation
- 11) Resolution approving Hudson County Board of Taxation reductions

- 12) A resolution on behalf of the Town of Secaucus supporting the addition of the Secaucus Youth Alliance as an additional insured through the Town's Joint Insurance Fund
- 13) A resolution on behalf of the Town of Secaucus supporting the addition of the Friends of the Secaucus Animal Shelter as an additional insured through the Town's Joint Insurance Fund
- 14) A resolution on behalf of the Town of Secaucus reflecting the adoption of revised donated leave policy
- 15) A resolution on behalf of the Town of Secaucus authorizing the sale of abandoned vehicles by the Secaucus Police Department on an online auction website, www.govdeals.com
- 16) A resolution on behalf of the Town of Secaucus for approval of Change Order #4 to a contract with D&L Paving Contractors, Inc. for Franklin Street Improvements
- 17) A resolution on behalf of the Town of Secaucus authorizing execution of a Facility Rental Agreement with the New Jersey Flyers Aquatic Club at the Secaucus Recreation Center

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

ORDINANCE NO. 2021-27

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "FIRE DEPARTMENT" TO UPDATE ELECTION TIMING**

WHEREAS, the Mayor and Council recognize that the safety of all residents and the protection of buildings and structures is of utmost concern and that the ability to provide emergency fire services is critical to the protection of the public; and

WHEREAS, the Town of Secaucus' Volunteer Fire Department serves the fire and emergency response needs of the municipality and is governed by T.O. 12-1 *et seq.*; and

WHEREAS, updates are recommended by the Fire Chiefs and the Secaucus Volunteer Fire Department Mutual Association as to election timing for the Fire Department to allow for a timely process and adequate transition period.

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

1. Chapter 12 of Code of the Town of Secaucus, "§12-4. Terms of office; election of Battalion Chief; office of Fire Chief and Deputy Chief." be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

A.

The term of Fire Chief, Deputy Chief, and Battalion Chief shall each be for two (2) years, and shall commence as of January 1st of each year.

B.

1.

The Battalion Chief, who, in order to qualify must have served as Captain of his respective company for at least two years, shall be elected for a two (2) year term by ballot of the members of the Fire Department. Such Battalion Chief shall be elected from that company where it is designated by order of rotation to have such Battalion Chief elected. The order of rotation is as follows: first from Engine Company No. 1, then from Engine Company No. 3, **then Engine Company No. 2/Rescue No. 1**, then ~~Hose Company~~ **Tower** No. 2, and then Truck Company No. 1/Engine Company No. 4 (no preference is implied by this order of rotation).

2.

Nominations for Battalion Chief shall be made in October of the appropriate year, with a deadline of October 31. The election shall be conducted in ~~December-November~~, prior to ~~December 22nd~~ **November 30** between the hours

of 7:00 p.m. and 9:00 p.m. at the firehouse from where the new Battalion Chief is to be elected, and one member of each company selected by such company shall act as an inspector of such election; one inspector shall be designated the head of the election committee. Said inspectors shall supervise the election, by secret ballot, and shall thereupon proceed to take the votes of the Department; the person receiving the greatest number of votes for Battalion Chief shall be declared elected, subject to the approval of the Mayor and Council, and the head of the committee shall report the results to the Mayor and Council at the first meeting thereafter. Such person shall be confirmed by the Mayor and Council, or the Mayor and Council may choose, for good cause, not to confirm such person whereupon a new election shall be held. The filing of absentee ballots from all members of the Fire Department who are unable to vote in person at such election shall be permitted, provided that such absentee ballots are received prior to such election; the Fire Chief may establish such rules and regulations as may be necessary to effectuate such absentee ballot voting procedure.

3.
The election date shall be selected by the ~~Mayor and Council~~ **Secaucus Volunteer Fire Department Mutual Association in consultation with the three (3) chiefs, and who the Secaucus Volunteer Fire Department Mutual Association** shall provide written notice to the senior officer for each firehouse at least fourteen (14) days prior to the election. Written notice of the election shall be prominently posted at each firehouse at least ten (10) days prior to the election. **Nomination and election dates may be changed for cause by the Fire Chief upon approval of the Mayor and Council.**

C.

At the expiration of the term of the Fire Chief, the Deputy Chief shall become the Chief. After the expiration of the term of the Deputy Chief, the Battalion Chief shall become the Deputy Chief.

...

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

IT IS FURTHER ORDAINED, that the remainder of this Chapter 12 of the Code of the Town of Secaucus shall remain in full force and effect.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on _____, 2021 and finally adopted by the Mayor and Council on _____, 2021.

Town Clerk

Mayor

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2021-28

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Born Street	South	On the south side of Born Street, beginning at a point 209 feet west of the southwest corner of Paterson Plank Road and Born Street continuing west for a distance of 20 feet in front of 255 Born Street

That the parking space designated for 255 Born Street adopted by Ordinance is to be personalized for Placard Number P2375120.

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

SECTION 2

SEVERABILITY

BE IT FURTHER ORDAINED, that the provisions of this ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of the

regulation or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such persons or circumstances, to which the ordinance or part thereof is held inapplicable, had been specifically exempted therefrom.

SECTION 3

REPEALER

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

SECTION 4

EFFECTIVE DATE

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

RESOLUTION _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below full-time employee is granted an unpaid leave of absence while on temporary disability with continued life insurance and for pension purpose. Effective September 14, 2021:

Kitrys, Linda (Recreation) through 12/31/2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021

Town Clerk

Mayor

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

RESOLUTION: _____

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

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 the Superintendent of Public Works that the below employee will take on additional responsibilities in the Medical Escort Department with a salary increase retro to September 15, 2021, as follows:

Bhutani, Viraj

\$65,000.00 / 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 September 28, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintend Recreations the that the following staff below are hereby transferred to **regular** part time Lifeguard positions at the Rec Center Department (#85000), effective September 29, 2021, as follows:

Fitness Attendant (title change)

Federer, Joseph \$12.00 / hour

Head lifeguard

Cabrera, Anne \$14.00 / hour

Lifeguards

DiMase, Catherine \$13.00 / hour

Dunn, Samantha \$13.00 / hour

Furman, Margaret \$13.00 / hour

Hindle, Thomas \$13.00 / hour

Joss, Zoe \$13.00 / hour

Marrero, Marita \$13.00 / hour

Roles, Luke \$13.00 / hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of as of September 28, 2021.

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

RESOLUTION: _____

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

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 Animal Shelter Manager that the below person is hereby appointed to the replacement regular part time Animal Assistant position, in the Animal Shelter Department (#85000), effective September 15, 2021, as follows:

Donatelli, Michael (Tues & Sun)

\$12.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation Programs for the Town of Secaucus, the below persons are hereby appointed to the **regular** part time Counselors positions for the 2021 / 2022 school year at the Before and After Care Programs Department #81082 effective September 29, 2021, as follows:

<u>Counselors (new)</u>	<u>Hourly Rate</u>
Castelli, Gabriella	\$12.00 / hour
Fink, Abigail	\$12.00 / hour

BE IT FURTHER RESOLVED that the below employees are granted rate adjustments due to taking on additional responsibilities as follows:

<u>Coordinator (replacement)</u>	
Vega, Jasmine	\$14.00 / hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation, the below regular part time employee will take on additional all-inclusive responsibilities for the various Rec Programs in the Recreation Department (#81000) with a salary increase effective September 29, 2021, as follows:

Gonzales, Abigail

\$20,000.00 / 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 September 28, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____
TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION

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 is hereby appointed to the full time Administrative Assistant position responsible for overseeing the BTB, EPOS and Teen Center programs in the Recreation Department (#81000) effective September 29, 2021, as follows:

Buckel, Kelly

\$35,000.00 /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 September 28, 2021.

Town Clerk

Mayor

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

RESOLUTION_____

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

RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY2022 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM

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

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

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

WHEREAS, the Town of Secaucus desires to submit a grant application to the Department of Community Affairs on behalf of the Secaucus Department of Recreation for the FY2022 Recreational Opportunities for Individuals with Disabilities Grant Program in the amount of \$20,000.

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

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

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

Be it further resolved, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(Signature)

(Signature)

Michael Gonnelli

Gary Jeffas

Mayor

Town Administrator

INTRODUCED BY COUNCILPERSON: _____

SECONDED BY COUNCILPERSON: _____

CERTIFICATION:

I, Michael Marra, the Clerk of the Town of Secaucus, hereby certify that at a meeting of the governing Body held on September 28, 2021 the above resolution was duly adopted.

Affix Gov't Corporate or Notary Seal

(Signature of City Clerk)

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
REGARDING AUTHORIZATION TO RECEIVE PROPOSALS FOR THE
ACCEPTING AND PROCESSING OF SPECIFIC RECYCLABLE MATERIALS**

WHEREAS, the Town of Secaucus requires submissions from qualified recycling companies to accept and process recyclable materials; and

WHEREAS, the services of Recycling Material Marketer Vendor need not be bid in accordance with N.J.S.A. 40A:11-5(1)(S); and

WHEREAS, the Town of Secaucus nevertheless intends that such a contract be awarded via a fair and open process

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Clerk is hereby authorized to advertise, and request proposals from authorized vendors, for the provision of services of accepting and processing specific recyclable materials which will be delivered by the Town in accordance with the Request for Proposals for a "Recycling Material Marketer Vendor."

Adopted: September 28, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021

Town Clerk

Mayor

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

Resolution No. _____

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

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

WHEREAS, the Secaucus Municipal Court has determined the continued need for Collection Services; and

WHEREAS, Penn Credit Corporation was awarded the contract for this service in previous years; and

WHEREAS, in accordance with N.J.S.A. 40A:11-1, when the price of any contract does not exceed in a contract year the total sum of \$17,500, the contract may be awarded without public advertising for bids; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the contract for Collection Services to Penn Credit Corporation as detailed above for a one (1) year term beginning September 26, 2021; and

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

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

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

Adopted: September 28, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021.

Town Clerk

Mayor

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

Resolution No. _____

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

RESOLUTION APPROVING HUDSON COUNTY BOARD OF TAXATION REDUCTIONS

WHEREAS, the Tax Collector of the Town of Secaucus has determined that action is required as a result of the 2021 tax reductions granted by the Hudson County Board of Taxation: and,

WHEREAS, the Tax Collector has certified to the foregoing as well as to the amount of the Tax Cancellations which is set forth along the blocks and lots of the taxpayers.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that the requested Tax Cancellations be made:

**TAX REDUCTIONS GRANTED BY THE
HUDSON COUNTY BOARD OF TAXATION**

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
121	9		780 5 TH Street	\$ 1,153.62
132	1		831 First Street	565.50
133	6	C000A	772 First Street	2,563.60
133	6	C000B	772 First Street	2,563.60
225	6		24 Mill Ridge Road	1,885.00

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

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
SUPPORTING THE ADDITION OF THE SECAUCUS YOUTH ALLIANCE AS AN
ADDITIONAL INSURED THROUGH THE TOWN'S JOINT INSURANCE FUND**

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

WHEREAS, the Secaucus Youth Alliance is a not-for-profit organization that focuses its efforts on local youth services; and

WHEREAS, the Secaucus Youth Alliance's efforts focus on programming, events and services, such as scholarship opportunities, for local youth with programming and events co-sponsored by the Town of Secaucus.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, supports the application of the Secaucus Youth Alliance as a quasi-entity and approves the addition of the Secaucus Youth Alliance as an additional insured to the Town's policy through the Suburban Metro Joint Insurance Fund; and

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

BE IT FURTHER RESOLVED, a copy of this Resolution shall be sent to the Joint Insurance Fund Office and the Town's Risk Manager.

Adopted: September 28, 2021

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
SUPPORTING THE ADDITION OF THE FRIENDS OF THE SECAUCUS ANIMAL
SHELTER AS AN ADDITIONAL INSURED THROUGH THE TOWN'S
JOINT INSURANCE FUND**

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

WHEREAS, the Friends of the Secaucus Animal Shelter is a registered New Jersey non-profit that focuses its efforts on the care, fostering and support of local animals in need and in the Secaucus Animal Shelter; and

WHEREAS, the efforts of the Friends of the Secaucus Animal Shelter support the municipal entities' goals of addressing stray and abandoned animals, the functioning of the local shelter located at 525 Meadowlands Parkway in Secaucus and the co-hosting of activities with the Town.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, supports the application of the Friends of the Secaucus Animal Shelter as a quasi-entity and approves the addition of the Friends of the Secaucus Animal Shelter as an additional insured to the Town's policy through the Suburban Metro Joint Insurance Fund; and

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

BE IT FURTHER RESOLVED, a copy of this Resolution shall be sent to the Joint Insurance Fund Office and the Town's Risk Manager.

Adopted: September 28, 2021

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
REFLECTING THE ADOPTION OF REVISED
DONATED LEAVE POLICY**

WHEREAS, the Town of Secaucus sets forth various employee policies in its Town of Secaucus Employee Handbook and said policies may be revised as deemed necessary by Administration as needed; and

WHEREAS, there is a need to revise the portion of policy entitled "Donated Leave" to specify requirements and process.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Donated Leave policy section of the Town of Secaucus Employee Handbook be revised and the Donated Leave policy as attached is hereby adopted; and

BE IT FURTHER RESOLVED, the revised policy portion takes precedence over any other policy previously established or adopted and shall be deemed in effect as of this date; and

BE IT FURTHER RESOLVED, that the Town Administrator, Human Resources Director or their designee is hereby authorized to take any action necessary to effectuate the spirit and purpose of this Resolution.

September 28, 2021



DONATED LEAVE - POLICY

PURPOSE

The intent of this policy is to permit full-time employees of the Town of Secaucus to voluntarily donate whole sick or vacation days to eligible co-workers who have exhausted all of their accrued paid time off (vacation/sick/personal/compensatory) due to a severe illness or injury that necessitates the employee's prolonged absence from work.

Employees who use donated leave will be treated for all purposes as if they were using their own sick leave and will continue to receive their full salary while they are on donated leave.

SCOPE

This policy applies to all full-time Town employees at all locations.

RESPONSIBILITY

All full-time employees requesting donated leave must do so in accordance with the provisions set forth within this policy.

The interpretation and administration of this policy shall be the responsibility of the Human Resources Department and the Town Administrator.

ELIGIBILITY

A. Recipient:

An employee must meet the following criteria to be considered to receive donated leave:

1. The employee must have completed at least one (1) year of continuous service with the Town of Secaucus.
2. The employee must have a serious health condition or injury that requires a prolonged absence from work on a continuous or intermittent basis for which the employee has no available paid time off.
3. The employee must exhaust all their earned paid time off, including sick, vacation, personal days and any other available time.
4. The employee or the employee's supervisor shall make a request to the Town Administrator for their participation in the program as a leave



DONATED LEAVE - POLICY

recipient.

5. The Town Administrator and/or their designee may approve the employee's participation in the program, as a leave recipient or leave donor.
6. An employee must receive at least five (5) donated days to participate and the maximum days that can be received in total is 247 days.
7. Donated days cannot be used retroactively.

B. Donor:

To be eligible to donate sick or vacation days to another full-time employee, a donor must meet the following criteria:

1. The donor must be a current employee of the Town of Secaucus.
2. The donor may donate up to ten (10) days within a calendar year to any one recipient.
3. The donor must have at least twenty (20) days of accrued sick leave left after any donation and at least twelve (12) days of accrued vacation days if donating vacation days.
4. A donor cannot revoke the leave donations once given.



DONATED LEAVE - POLICY

REQUIREMENTS:

- A. Medical documentation is required from one or more physicians or other appropriate experts confirming ongoing treatment and anticipated duration of the medical leave. Any documentation will be provided directly to Human Resources. The Town reserves the right to ask for additional documentation as may be needed to substantiate the ongoing leave.
- B. When the employee's request for donated leave is approved, the Benefits Coordinator, with the consent of the employee, may circulate the recipient employee's name to other employees with a request for donated days.
- C. The Town will provide notice to the appropriate Union representative, if applicable. If the employee is unable to consent to the circulation, the employee's legal representative may consent on their behalf.
- D. Donated days must be given only in whole sick and vacation days.
- E. Should an employee return to work or terminate employment with donated time remaining, that time will be returned to the donor(s) on a prorated basis. However, if the proration of leave days results in less than one-half day per donor to be returned, the remaining leave time will be removed from the employee recipients PTO and transferred to a "donated time bank" to be maintained by the Town for use of future eligible recipients.
- F. The recipient employee, while using donated leave, will continue to earn sick, personal and vacation leave. Earned sick, personal and vacation leave that accumulates must be used before donated leave. Once the employee's accrued PTO is completely exhausted, they may then revert back to the use of donated leave days.
- G. The recipient employee will not be granted supplemental compensation or retirement for any unused sick, vacation or personal days, which they had received through the donated leave program.



DONATED LEAVE - POLICY

- H. The receipt of donated leave will not preclude the Town from filing disciplinary actions for chronic or excessive absenteeism or other disciplinary actions, if applicable.
- I. If a recipient employee's absence will extend beyond the 247 days donated leave time, the employee may make application for a leave of absence, without pay, in accordance with all Town, State and Federal requirements and procedures.
- J. This program may be discontinued or amended at any time by the Town of Secaucus at the Towns' sole discretion.
- K. This program shall not be utilized to assist an employee who requires leave time to care for a family member.

PROCEDURE

A. Recipient:

Employees (full time) seeking donated leave must complete and sign a Donated Leave Request Form.

B. Donor:

Employees seeking to donate leave must complete and sign a Donor Transfer Form.

C. Approval:

No transfer of leave time is authorized unless approved in writing by the Town Administrator and or his designate.

Resolution No. _____

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

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

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

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

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

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

<u>VEHICLE</u>	<u>QUANTITY</u>	<u>VIN #</u>	<u>MIN. BID</u>
2004 HONDA Pilot	1	VIN # 2HKYF187X4H616628	\$ 500.00
2008 NISSAN Versa	1	VIN # 3N1BC13E78L452896	\$ 500.00
2008 NISSAN Altima	1	VIN # 1N4AL21E18N469975	\$ 500.00
2001 HYUNDAI Elantra	1	VIN # KMHDN45D11U177376	\$ 500.00
2006 FORD Focus	1	VIN # 1FAFP34N86W166372	\$ 500.00
2006 NISSAN Altima	1	VIN # 1NFAL11E56N373273	\$ 500.00
2008 NISSAN Altima	1	VIN # 1N4AL24E78C156419	\$ 500.00
2008 ACURA TSX	1	VIN # JH4CL96908C004931	\$ 500.00

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

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

BE IT FURTHER RESOLVED, that the auction for the items listed above will start online on or about October 18, 2021 and end on or about October 25, 2021, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

- a) The vehicles are no longer needed for public use.
- b) The sale will be online at www.GovDeals.com.
- c) The sale is being conducted pursuant to the Division of Local Government Services' Local Finance Notices 2008-9 and 2008-21R.
- d) The vehicles as identified above shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicles can be made by contacting Sgt. Mark Valentino at (201) 330-2060.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website www.GovDeals.com and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted. The Town of Secaucus may choose to reject all bids pursuant to N.J.S.A. 40A:11-36 (5).
- h) Buyer is solely and fully responsible for all aspects of removal of any purchased item, including loading and transport from Town property and all costs associated with such. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus.

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

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

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

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

Adopted: September 28, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR APPROVAL OF CHANGE ORDER #4 TO A CONTRACT WITH D & L PAVING
CONTRACTORS, INC FOR FRANKLIN STREET IMPROVEMENTS**

WHEREAS, the Town of Secaucus awarded a contract with D & L Paving Contractors, Inc. for Franklin Street Improvements under Resolution 2019-185 in the amount of \$425,982.40; and

WHEREAS, Change Order #1 was approved for \$40,000.00 under Resolution 2020-62; and

WHEREAS, Change Order #2 was approved for \$34,720.00 under Resolution 2020-195; and

WHEREAS, Change Order #3 was approved for \$12,036.80 under Resolution 2020-196; and

WHEREAS, it has been determined that that there will be a reduction of work, which will decrease the total project cost by Five Thousand Three Hundred Five Dollars and 96/100 (\$5,305.96); and

WHEREAS, there is a need for a Change Order #4 to decrease the contract with D & L Paving Contractors, Inc. in the amount of Five Thousand Three Hundred Five Dollars and 96/100 (\$5,305.96) for the work set forth, which will decrease the overall contract amount to Five Hundred Seven Thousand Four Hundred Thirty-Three Dollars and 26/100 (\$507,433.26), a 19.1% change to the original contract amount; and

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 #4 for D & L Paving Contractors, Inc. in the amount of Five Thousand Three Hundred Five Dollars and 96/100 (\$5,305.96) is hereby approved.

Adopted: September 28, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 28, 2021.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING EXECUTION OF A FACILITY RENTAL AGREEMENT
WITH THE NEW JERSEY FLYERS AQUATIC CLUB AT THE SECAUCUS
RECREATION CENTER**

WHEREAS, use of the Town of Secaucus Recreation Center's Indoor Pool located at 1200 Koelle Boulevard by the Jersey Flyers Aquatic Club (JFAC) for youth swim team activities has occurred in past seasons pursuant to the Town's facility rental policy; and

WHEREAS, the Mayor and Council want to continue to implement a recreational/facility use agreement pursuant to the Town's facility rental policy to make available the Town of Secaucus Recreation Center's Indoor Pool located at 1200 Koelle Boulevard to the Jersey Flyers Aquatic Club (JFAC) for youth swim team activities for the dates and times specified for an eight (8) month term.

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 the Town Administrator and/or their designee may finalize terms and execute a Lease Agreement for the Jersey Flyers Aquatic Club's (JFAC) use of the Secaucus Recreation Center's Indoor Pool located at 1200 Koelle Boulevard, Secaucus, New Jersey 07094 for specified dates and times for an eight (8) month term of October 1, 2021 through May 31, 2022; and

BE IT FURTHER RESOLVED that the Lease Agreement will name the Jersey Flyers Aquatic Club (JFAC) as the entity entering the Agreement for the term, at a fee based upon hours of usage per month at a rate of One-hundred dollars (\$100.00) per hour; and

BE IT FURTHER RESOLVED that the Mayor and/or Town Administrator or his designee is hereby authorized to take any action or execute any Agreements necessary to effectuate said purpose and intent.

Adopted: September 28, 2021

**OWN OF SECAUCUS
DEPARTMENT OF RECREATION
Facility Rental Agreement**

This Rental Agreement, dated September _____, 2021 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jersey Flyers Aquatic Club (JFAC) hereinafter "JFAC"
 Contact Person: Ruben Sembrano
 Address: 151 Prospect Street, Hasbrouck Heights, New Jersey 07604
 Phone: (201) 321-6153
 Email: rubsem151@aol.com

hereinafter referred to as "Renter." In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town agrees to rent lanes of the Secaucus Recreation Center Indoor Pool located at 1200 Koelle Boulevard, Town of Secaucus, New Jersey (hereinafter "Facility") to JFAC for the date, time period and event described below for an eight (8) month term from October 1, 2021 through May 31, 2022.

2. DATE and TERM. The Facility will be used by the Renter for the following Rental Periods. Certain adjustments as noted below may need to be made in the interest of facility utilization:

<u>DAYS*</u>	<u>TIME*</u>	<u># OF LANES</u>
MON. TUES. WED. THURS. FRI.		
Months of: October 2021, March 2022, April 2022 & May 2022	5:15 PM - 9:15 PM (4 hours)	4
Months of: November 2021, December 2021, January 2022 & February 2022	7:15 PM - 9:15 PM (2 hours)	4
SATURDAY	8:00 AM – 10:00 AM (2 hours) & 6:00 PM - 8:00 PM (2 hours)	4 6
SUNDAY	7:30 AM – 9:30 AM (2 hours)	4

* If the Town needs to utilize the pool for public purpose during scheduled hours, staff will inform JFAC with forty-eight (48) hours advance notice, to the extent feasible, and work with JFAC to reschedule.

JFAC acknowledges that the indoor Secaucus Recreation Center Pool will be available for use in accordance with current state guidelines, CDC restrictions and USA Swimming guidance, which are subject to change.

Any additional dates or requests shall be made in writing to the Department of Recreation.

JFAC acknowledges that the facility will not be available for use by them on weekend dates when the Secaucus Recreation Center Pool is rented out for a prior event.

3. EVENT/ACTIVITIES. Renter will use the Facility for the following event/activities: swim team practice and related water activities for participants in the JFAC (with a participant limit in accordance with current guidelines) utilizing lanes of the Secaucus Recreation Center Indoor Pool located at 1200 Koelle Boulevard, Secaucus, New Jersey. Bathroom facilities, showers and locker rooms are currently open in case of need. Use is subject to change based on federal, state or Department of Health guidance. Other areas of the Recreation Center cannot be utilized, including, but not limited to, the track, basketball courts, exercise room and classroom. No floatation or swim related equipment will be provided by the Town of Secaucus. Personal floatation or swim related equipment may be utilized but must be removed from the facility at the end of each use. A Town of Secaucus staff member will be present on site.

4. RENT. Renter agrees to pay the Town of Secaucus, Department of Recreation an amount of One hundred dollars (\$100.00) per hour for use of lanes at the facility as noted in Provision 2. Payment shall be made by the tenth (10th) of each month in advance of the upcoming month. Fee schedule is attached.

5. OBLIGATIONS OF RENTER. The Renter agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances. At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy shall be within posted facility limits and shall be in accordance with current Governor's Executive Orders, Department of Health Regulations, Secaucus Swim Club policy and USA swimming regulations. Only team members and coaches shall be allowed in the facility.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter agrees to procure and maintain at their sole cost and expense any insurance required by the Town of Secaucus and present a copy of such to the Town of Secaucus prior to the use.

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

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter.

Renter shall ensure that all guests, attendees and participants sign any required information sheets and releases required by the Recreation Department, or rental privileges may be revoked. Renter agrees that they are fully responsible for the actions and behavior of all guests, attendees and participants.

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

11. CANCELLATION. This Agreement may be cancelled by either party if provided in writing upon sixty (60) days' notice.

Regarding each time slot/period, the monthly fee shall not be reduced or refunded if use by Renter does not occur due to Renter's cancellation or discretion not to utilize any particular slot/period for any reason.

In the event that the Town is unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, weather events (including but not limited to snow, thunder or lightning), civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to take steps to provide alternate time for use or, if not possible, to partially refund a pro-rated amount of the fee based on the length of the rental if such occurs due to the above reasons during the Facility rental period.

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

14. ADDITIONAL PROVISIONS. In order to facilitate use of the Secaucus Recreation Center Pool and to ensure a safe and healthy environment for all concerned, the following conditions of use must be adhered to:

- a) An authorized USA Swimming Coach and Recreation Center Lifeguard must be on deck at all times when the pool is being used by JFAC. Certification must be in accordance with USA Swimming regulations. Proof of current Certifications for all coaches must be on file with the Secaucus Recreation Director or their designee.
- b) **ONLY** JFAC members and coaches are permitted to enter the facility. JFAC shall provide a full roster with emergency contact information. Members may not enter until the coach is present and supervising the program. Entry shall not be more than fifteen (15) minutes prior to a scheduled practice or time slot.
- c) JFAC members are encouraged to bring their own locks for the daily use lockers. All items and locks shall be removed by members at the end of practice.
- d) JFAC shall be responsible for complete cleanup of the locker rooms and pool deck associated with use. All equipment is to be put away after each practice in the designated storage areas. JFAC coach or staff must inspect the deck and locker rooms after each session prior to departing the facility.
- e) All Secaucus Recreation Center pool rules must be followed by all. Coaching staff is responsible for enforcing all pool and locker room rules. All fire and life safety guidelines must be observed.

- f) JFAC members, family members and spectators shall be supervised at all times by JFAC staff while inside the pool and pool area. Coaching staff must remain inside the pool area until all participants have exited.
- g) JFAC coaches are responsible for all team members to be picked up before leaving the facility.
- h) Children must be supervised at all times and must remain in the designated Facility rental area. Children should not be dropped off and left unattended on the premises. Children should only be on premises with a guardian, responsible adult or a coach/JFAC staff.
- i) Glass bottles and alcohol are not permitted at the Secaucus Recreation Center Pool at any time.
- j) Diving in water less than seven (7) feet is prohibited at all times.
- k) All garbage and recyclables must be placed in the proper containers that are provided in the Facility.
- l) JFAC is responsible for the cost of any additional maintenance/custodial service required due to damage or excessive clean up resulting from JFAC use.
- m) JFAC acknowledges that the facility will not be available for use by them on weekend dates when the Secaucus Recreation Center Pool is rented out for a prior event.
- n) JFAC is not permitted to use any other parts of the facility for any practice unless a prior agreement between the Town of Secaucus (Secaucus Recreation Center) and JFAC is in place. Cost shall be in accordance with the Town's facility rental fees on file with the Town Clerk. A minimum of twenty-four (24) hours advance notice shall be given.
- o) Secaucus Recreation Center shall not be held responsible for lost or stolen articles.
- p) **All COVID-19 state, federal and local guidelines shall be followed.** This includes:
 - o Social distancing practices in the facility is required. For swim teams, all practices must be in accordance with USA Swimming social distancing practice layouts.
 - o All members and coaches must be informed not to enter the Recreation Center if experiencing any of these symptoms: fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and/or diarrhea.
 - o If masks are required in the facility, JFAC will be responsible for ensuring all members and coaches have masks/face coverings and will provide in the event a member or coach does not have one.
 - o No masks are permitted when swimming in any pool.

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

Agreed to on behalf of the Jersey Flyers Aquatic Club (JFAC)

By _____ Date _____
(Signature of renter)

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

_____ Phone: _____

Agreed to on behalf of the Town of Secaucus

By _____ Date _____
Gary M. Jeffas, Esq., Town Administrator

SECAUCUS RECREATION DEPARTMENT
COVID-19 WAIVER – FACILITY RENTAL



*****ALL INFORMATION MUST BE FILLED OUT COMPLETELY AND LEGIBLY BY THE MAIN CONTACT/RENTER WITH AUTHORITY FOR ALL ATTENDEES**

Name: _____

Address: _____

Cell Phone: _____

The Town of Secaucus has put in place preventative measures recommended by the State of New Jersey Department of Health and CDC to reduce the spread of COVID-19, however, the Town of Secaucus cannot guarantee that you, your household members, your invitees, participants or anyone else will not become exposed to or infected with COVID-19 or be at an increased risk of exposure, as a result of your use and presence at a Town of Secaucus facility. Gatherings must adhere to all current Governor Executive Orders. Your presence at a Town of Secaucus facility is voluntary and at your own risk.

Based on this understanding, please review and acknowledge the following:

I have independently evaluated, from sources beyond this document, and reviewed the risks of being exposed to or infected with COVID-19 and have determined to participate in the rental activity and use and be present in facilities maintained by the Town of Secaucus with full knowledge and acceptance of the risk. Understanding these risks, I, for myself, and on behalf of the invitees and participants, hereby agree to assume full responsibility and liability for the risk of personal injury, illness, sickness, disease, disability and/or death which may result from exposure to or infection with COVID-19 before, during or after participating in the rental activity and/or by being present in Town facilities.

I, for myself, and on behalf of the invitees and participants, hereby waive, release and discharge the Town of Secaucus, its officials, employees and agents from any and all liability to me, invitees and participants, heirs and assigns, for any and all losses or damages resulting from personal injury, illness, sickness, disease, disability and/or death, whether caused by negligence of the Town of Secaucus or its officials, employees and agents or otherwise, which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participating in the rental activity or in any way related to the use of facilities maintained or owned by the Town of Secaucus.

I also understand that if federal, state or local guidance changes, changes may occur affecting the rental activity or mandate the closure of the facility being utilized. A partial credit will be given at the discretion of the Town of Secaucus. Refunds will **NOT** be issued.

I have read the above and fully agree to such freely and voluntarily.

Signature of Renter

Date

Print Name

TO BE SIGNED BY ALL PARTICIPANTS:

INDEMNIFICATION AND HOLD HARMLESS. I, on behalf of myself, and my child or children listed below, agree to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility, equipment, building, grounds or part of the building, facilities and services by me, and my child or children.

NAME (if over 18 or Parent Name)	CHILD/CHILDREN'S NAME(S) & ADDRESS	SIGNATURE	DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

JFAC Facility Rental Fee Schedule; October 1, 2021 through May 31, 2022

MONTH	# OF DAYS MONDAY-FRIDAY	4 lanes 5:15 pm - 7:15 pm times 2 hours \$200	6 lanes 7:15 pm - 9:15 pm times 2 hours \$200	# OF SATURDAYS	4 lanes 8:00 am - 10:00 am times 2 hours \$200	6 lanes 6:00 pm - 8:00 pm times 2 hours \$200	# OF SUNDAYS	4 lanes 7:30 AM - 9:30 AM times 2 hours \$200	TOTAL AMOUNT DUE FOR MONTH	
October 1st - October 31st	21	\$ 4,200.00	\$ 4,200.00	5	\$ 1,000.00	\$ 1,000.00	5	\$ 1,000.00	\$ 11,400.00	NO DAYS CLOSED
November 1st - November 30th	22	\$ -	\$ 4,400.00	4	\$ 800.00	\$ 800.00	4	\$ 800.00	\$ 6,800.00	CLOSED THANKSGIVING DAY
December 1st - December 31st	23	\$ -	\$ 4,600.00	4	\$ 800.00	\$ 800.00	4	\$ 800.00	\$ 7,000.00	CLOSED CHRISTMAS EVE, CHRISTMAS DAY & NEW YEAR'S EVE
January 1st - January 31st	21	\$ -	\$ 4,200.00	5	\$ 1,000.00	\$ 1,000.00	5	\$ 1,000.00	\$ 7,200.00	CLOSED NEW YEAR'S DAY
February 1st - February 28th	19	\$ -	\$ 3,800.00	4	\$ 800.00	\$ 800.00	4	\$ 800.00	\$ 6,200.00	NO DAYS CLOSED
March 1st - March 31st	23	\$ 4,600.00	\$ 4,600.00	4	\$ 800.00	\$ 800.00	4	\$ 800.00	\$ 11,600.00	NO DAYS CLOSED
April 1st - April 30th	21	\$ 4,200.00	\$ 4,200.00	5	\$ 1,000.00	\$ 1,000.00	5	\$ 600.00	\$ 11,000.00	CLOSED EASTER
May 1st - May 31st	22	\$ 4,400.00	\$ 4,400.00	4	\$ 800.00	\$ 800.00	5	\$ 1,000.00	\$ 11,400.00	CLOSED MONDAY, MAY 30TH

\$ 72,600.00