

**TOWN OF SECAUCUS**  
**MAYOR AND COUNCIL MEETING - MARCH 14, 2023**  
**MEETING TO COMMENCE 7:00 PM**

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

**PLEDGE OF ALLEGIANCE**

**OPEN PUBLIC MEETINGS ACT**

**ROLL CALL**

**ORDINANCES FOR PUBLIC HEARING**

**Ordinance No. 2023-3:** An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus "Designation of Locations at or Near Private Residences" (for the addition of handicapped parking spots on Centre Avenue and Irving Place and the deletion of a handicapped parking spot on Roosevelt Avenue)

**RESOLUTIONS (CONSENT AGENDA)**

**BINGO/RAFFLE APPLICATIONS**

1) Application for a Tricky Tray to be held on May 5, 2023, sponsored by the Secaucus Middle School PTO

**COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL**

- 1) Request by Jim Pilla of USSSA New Jersey to use Mill Ridge and Kane Stadium on Sunday evenings from April to July for Adult Slow-Pitch Softball
- 2) Request by Jim Pilla of USSSA New Jersey to use Mill Ridge and Kane Stadium on Monday, Tuesday, Wednesday and Thursday evenings from April to July for Adult Slow-Pitch Softball
- 3) Request by Jim Pilla of USSSA New Jersey to use Mill Ridge and Kane Stadium on Sunday mornings from April to July for Adult Slow-Pitch Softball

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL  
(CONTINUED)

- 4) Request by Jim Pilla of USSSA New Jersey to use Mill Ridge Fields 1, 2 and 3 on Saturdays from April 29 to June 10 for Youth Girls Fast Pitch Softball
- 5) Request by Leslie Sonkin of 3 Rivers District to use the Recreation Center Basketball Courts on April 2 for their Annual Pinewood Derby
- 6) Request by Max Wong to use Shetik Field on Tuesdays from March 14 to June 13 for Adult Soccer

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

## Town of Secaucus

### CONSENT AGENDA – 3/14/23

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

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

- 1) Resolution authorizing the temporary cancellation of real property taxes for tax Block 21, Lot 9 Qualifier: C0018 (18 Marina Key) and the refund of certain taxes paid by the taxpayers of this property
- 2) Resolution approving tax overpayment refunds to four (4) Secaucus properties
- 3) A resolution on behalf of the Town of Secaucus approving senior citizen deduction for specified person(s) for 2 Green Valley Court
- 4) Resolution authorizing the refund of certain real property taxes previously paid for Tax Block 214, Lot 3, 1026 Gillis Place, Secaucus, New Jersey
- 5) A resolution to award a contract for the provision of a pitching mound for Kane Stadium to B.S.N. Sports
- 6) A resolution authorizing the award of a Non-Fair and Open Contract for Matera Garden and Nursery Center
- 7) Resolution appointing Lisa DiMartino to the Regular Part-Time Animal Assistant Position, effective March 11, 2023, at the hourly rate of \$14.13
- 8) Resolution appointing Angelina Bedwany to the Regular Part-Time Position of Lifeguard at the Recreation Center Pool, effective March 4, 2023, at the hourly rate of \$15.13
- 9) Resolution appointing Katherine Altagracia to the Regular Part-Time Tax Clerk Position in the Tax Department, pending the completion of a background check and a drug screen, effective March 22, 2023, at the hourly rate of \$16.00
- 10) Resolution appointing Lorraine Francisco to the Regular Full-Time Administrative Clerk position in the Police Department Records Bureau, pending the completion of a background check and physical, including drug screening, effective March 15, 2023, at the annual salary of \$35,000.00

AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2023-3

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Roosevelt Avenue	North	On the First Avenue side 76.3 feet to corner of First Avenue and Roosevelt Avenue, northwest corner

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Irving Place	West	On the west side of Irving Place, beginning at a point 88 feet south of the northwest corner of Paterson Plank Road and Irving Place continuing south for a distance of 18 feet in front of 773 Irving Place
Centre Avenue	North	On the north side of Centre Avenue, beginning at a point 76 feet west of the Northwest corner of Centre Avenue and Minnie Place Continuing west for a distance of 20 feet in front of 166 Centre Avenue

That the parking space designated for 773 Irving Place adopted by Ordinance is to be personalized for Placard Number P2596217.

That the parking space designated for 166 Centre Avenue adopted by Ordinance is to be personalized for Placard Number P2564319

## SECTION 2

### SEVERABILITY

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

## SECTION 3

### REPEALER

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

## SECTION 4

### EFFECTIVE DATE

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on February 14, 2023 and finally adopted by the Mayor and Council on March 14, 2023.

Town Clerk

Mayor

### Introduction 2-14-23

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

### Adoption 3-14-23

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

Resolution No. \_\_\_\_\_ - 2023

**RESOLUTION AUTHORIZING THE TEMPORARY  
CANCELLATION OF REAL PROPERTY TAXES FOR TAX  
BLOCK 21 LOT 9 QUALIFIER: C0018 (18 MARINA KEY)  
AND THE REFUND OF CERTAIN TAXES PAID BY THE  
TAXPAYERS OF THIS PROPERTY**

**WHEREAS**, Tax Block 21 Lot 9 Qualifier: C0018 (18 Marina Key) is a dwelling unit located within the Harmon Cove Condominium Complex; and

**WHEREAS**, in April 2022, a fire caused significant damage to the dwelling unit rendering it uninhabitable; and

**WHEREAS**, despite not being able to reside in the dwelling unit, the respective Taxpayer continued to pay the real property taxes due on Land and Improvements Taxable Values; and

**WHEREAS**, between May 2022, and the present time, the Taxpayer for Tax Block 21, Lot 9 Qualifier: C0018 has paid a total of three thousand nine hundred seventy three dollars and 72/100 (\$3,973.72) in real property taxes on the Improvement Taxable Value; and

**WHEREAS**, the Mayor and Council consider it inequitable to allow real property taxes on the Improvement Taxable Value to accrue on this dwelling unit when it is uninhabitable and also consider it inequitable for the Town to retain the real property taxes on the Improvement Taxable Value paid by the respective Taxpayer for the time between May 2022 until the present; and

**WHEREAS**, for those reasons the Mayor and Council seek to temporarily cancel the real property taxes on the Improvement Taxable Value levied against the dwelling **through and including the second quarter of 2023 or until this dwelling unit is reconstructed and is issued a Certificate of Occupancy by the Town, whichever is sooner** and further to refund the tax amounts paid on the Improvement Taxable Value by the Taxpayers as described above.

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

1. The real property taxes on the Improvement Taxable Value for Tax Block 21 Lot 9 Qualifier: C0018 (18 Marina Key) be and hereby are temporarily cancelled through and including the second quarter, 2023 or until the dwelling unit is reconstructed and is issued a Certificate of Occupancy by the Town, whichever is sooner.
2. That the Taxpayer for Tax Block 21 Lot 9 Qualifier: C0018 shall receive a refund of three thousand nine hundred seventy three dollars and 72/100 (\$3,973.72) the same representing real property taxes on the Improvement Taxable Value paid upon the dwelling unit for the period between May, 2022, and the present.
3. The Town Tax Collector is hereby directed to amend her records to reflect this temporary cancellation of real property taxes on the Improvement Taxable Value due on this parcel of property and to effectuate the respective refund as set forth in this Resolution.
4. All property taxes due and owing based on the Land Taxable Value on the properties shall remain in place and be due and payable, without any offset or refund.

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 \_\_\_\_\_.

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

\_\_\_\_\_  
Mayor

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



RESOLUTION NO: \_\_\_\_\_

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

**RESOLUTION APPROVING TAX OVERPAYMENT REFUND(S)**

**WHEREAS**, it has been determined by the Tax Collector that the taxpayer(s) indicated below are entitled to tax overpayment refund(s) for 1<sup>ST</sup> Quarter 2023; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Town of Secaucus hereby ratify the actions of the Tax Collector as required above as follows:

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
21	13.03	C2141	757 Spinnaker Court	\$ 800.00
93	18		721 Irving Place	3,368.83
190	1		980 Schopmann Drive	1,890.44
211	10		1073 Garry Terrace	762.47

**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.

**RESOLUTION NO. \_\_\_\_\_-2023**

**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 2022; 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.

<b>BLOCK</b>	<b>LOT</b>	<b>QUALIFIER</b>	<b>NAME/ADDRESS</b>	<b>AMOUNT</b>
154	2	C0002	Antar, Terra 2 Green Valley Court	\$ 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.

Adopted: March 14, 2023

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

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

**RESOLUTION AUTHORIZING THE REFUND OF  
CERTAIN REAL PROPERTY TAXES PREVIOUSLY PAID  
FOR TAX BLOCK 214 LOT 3 1026 GILLIS PLACE,  
SECAUCUS, NEW JERSEY**

**WHEREAS**, 1026 Gillis Place, Secaucus, New Jersey is a parcel of property and residential improvement (together referred to as the "Property") with an Assessed Value of One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) dollars for the first, second and third quarters of the 2022 Tax Year; and

**WHEREAS**, based upon that Assessed Value the Taxpayer's overall tax bill for the 2022 Tax Year should have been Five Thousand Nine Hundred Twenty-Six dollars and 73/100 (\$5,926.73); and

**WHEREAS**, resulting from inadvertent error, an Added Assessment in the amount of One Hundred Fifty-Six Thousand Nine Hundred and 00/100 (\$156,900.00) dollars was imposed upon the Property, increasing the Assessed Value to Three Hundred Fourteen Thousand Four Hundred and 00/100 (\$314,400.00) dollars; and

**WHEREAS**, due to the inadvertent placement of the Added Assessment described above the Taxpayers (through their mortgagee) paid a total of Four Thousand Four Hundred Thirty-One dollars and 07/100 (\$4,431.07) for the fourth quarter of the 2022 Tax Year; and

**WHEREAS**, subsequently the Taxpayers (again through their mortgagee) paid Two Thousand Nine Hundred Fifty-Eight dollars and 04/100 (\$2,958.04) in estimated taxes for the first quarter of the 2023 Tax Year; and

**WHEREAS**, the Governing Body seeks to correct the imposition of the subject Added Assessment by directing the Tax Assessor to take such steps as are necessary to restore the Assessed Value to the original One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) dollar amount; and

**WHEREAS**, the Governing Body seeks to refund to the Taxpayers that amount of taxes incurred as a result of the inadvertent Added Assessment and hereby directs the Tax Collector effectuate the refund.

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

1. The Town Tax Assessor is hereby directed to take such steps as are necessary to amend the Town's tax records to indicate the removal of the One Hundred Fifty-Six Thousand Nine Hundred and 00/100 (\$156,900.00) dollars Added Assessment that would result in a modification of the Assessed Value from Three Hundred Fourteen Thousand Four Hundred and 00/100 (\$314,400.00) dollars to One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) dollars.
2. The Town Tax Collector is hereby directed to prepare a tax refund in favor of the Taxpayers in the amount of Four Thousand Four Hundred Twenty-Eight dollars and 11/100 (\$4,428.11) which is a refund of the added assessment paid for the 4<sup>th</sup> quarter of 2022 and 1<sup>st</sup> quarter of 2023.

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 \_\_\_\_\_.

Town Clerk

Mayor

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

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

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

**A RESOLUTION TO AWARD A CONTRACT FOR THE PROVISION OF  
A PITCHING MOUND FOR KANE STADIUM TO B.S.N. SPORTS**

**WHEREAS**, the Town of Secaucus has the need to purchase a Pitching Mound for Kane Stadium;  
and

**WHEREAS**, the Town of Secaucus' Department of Public Works has obtained three (3) quotes  
for the Provision of a Pitching Mound; and

**WHEREAS**, B.S.N. Sports located in Dallas, TX has submitted a Quote Dated January 25, 2023,  
that was presented to the Qualified Purchasing Agent, providing for Provision of a Pitching Mound for a  
contract price of Seventeen Thousand Five Hundred Thirty-Nine Dollars and 99/100 (\$17,539.99); and

**WHEREAS**, B.S.N. Sports was the lowest responsible quote; and

**WHEREAS**, the Secaucus Board of Education is contributing Seven Thousand Dollars and 00/100  
(\$7,000.00) towards this purchase; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this  
contract are available under line item 03-2097 @ \$17,539.99.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of  
Secaucus, County of Hudson, State of New Jersey, award a Contract for the Provision of a Pitching Mound  
to B.S.N. Sports at an amount not to exceed Seventeen Thousand Five Hundred Thirty-Nine Dollars and  
99/100 (\$17,539.99); and

**BE IT FURTHER RESOLVED**, that B.S.N. Sports shall provide any and all compliance  
information requested by the Town of Secaucus' Office of Purchasing; and

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

Adopted: March 14, 2023

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 March 14, 2023.

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



# Town of Secaucus

## Quote Solicitation Record

Sandy D'Arzen, RPPS, QPA  
Christine Smith, Purchasing Assistant  
1203 Paterson Plank Road  
Secaucus, NJ 07094  
P: 201.330.2026  
F: 201.271.3615  
SDarzen@Secaucus.net

DEPARTMENT

ITEM OR SERVICE

D.P.W.

Pictures mound for KANE Stadium

Complete this form for all purchase orders that exceed \$6,600.00, but are less than \$44,000.00

All purchase orders that exceed \$6,600 must obtain a minimum of 3 quotes.

All purchase orders that are exempt from quotations will be determined by the Q.P.A.

DATE CALLED:

2-2-2023

VENDOR:

SPORTS FACILITIES GROUP, INC.

ADDRESS/PHONE:

A: P.O. Box 7024 Riverside

P: 877-497-6671

CA 92503

PRICE:

\$13,930.00

DATE CALLED:

1-26-2023

VENDOR:

Pitching Machine Sale

ADDRESS/PHONE:

A: Pitching Machine Sale

P:

P.O. Box 372

PRICE:

\$14,999.00

Kennett Square PA 19348

DATE CALLED:

B 1-25-2023

VENDOR:

BSN SPORTS

ADDRESS/PHONE:

A: P.O. Box 841393 DALLAS

P: 800-527-7510

TX 75284-1993

PRICE:

\$17,539.99

Recommended Vendor

B.S.N. SPORTS

Cost:

\$17,539.99

Comments:

The other vendors don't have BRC certificate

I certify that competition has been solicited and quotations obtained in accordance with the current Procurement Bureau regulations governing Direct Purchase Authorization

(Signature of department head)

Date:

Please attach all appropriate written quotes and corresponding paperwork.





PO Box 841393  
Dallas, TX 75284-1393  
Phone: 800-527-7510 Fax: 800-899-0149  
Visit us at [www.bsnsports.com](http://www.bsnsports.com)

**Contact Your Rep**

Ryan Pfleger Email: [rpfleger@bsnsports.com](mailto:rpfleger@bsnsports.com) | Phone: 972-406-7141

**Sold to**  
1068526  
TOWN OF SECAUCUS  
1203 PATERSON PLANK ROAD  
SECAUCUS NJ 07094-3405  
USA

**Ship To**  
12290719  
Frank Sasso  
100 DORIGO LN  
SECAUCUS NJ 07094-2729  
USA

**Payer**  
1068526  
TOWN OF SECAUCUS  
1203 PATERSON PLANK ROAD  
SECAUCUS NJ 07094-3405  
USA

## Quote

Cart #: 21432553  
Purchase Order #: 4 Piece Game Mound(2)  
Cart Name: Secaucus 4 Piece Game Mou  
Quote Date: 01/25/2023  
Quote Valid-to: 02/25/2023  
Payment Terms: NT30  
Ship Via: ABF  
Ordered By: Frank Sasso

Item Description	Qty	Unit Price	Total
True Pitch 318G Four Piece Game Mound Item # - 1396130	1 EA	\$ 15,639.99	\$ 15,639.99

Subtotal:	\$15,639.99
Other:	\$0.00
Freight:	\$1,900.00
Sales Tax:	\$0.00
Order Total:	\$17,539.99
Payment/Credit Applied:	\$0.00
Order Total:	\$17,539.99



Sports Facilities Group, Inc.  
PO Box 7024  
Riverside, CA 92503  
(877) 497-6671  
Fax: 951-637-8406  
Sales@SportsFacilitiesGroup.com

## Quote

<b>Date</b>	<b>Quote Number</b>	<b>Sales Rep</b>	<b>Terms</b>
02/02/2023	0006942	Lori Smith	Credit Card/Check/School Dist PO

### Bill To

### Ship To

Kyle Schlemm  
201-838-7252  
100 Dorigo Lane

Secaucus, NJ 07094  
fsasso@secaucus.net

### Quoted Item(s):

Quote is valid until 03/04/2023

Product Name	SKU	Price	Qty	Extended
Pitch Pro Red Clay Turf Model 1810 Portable Fiberglass Mound 1011810A	1011810A	\$11,780.00	1	\$11,780.00

Sub-Total	\$11,780.00
Shipping	\$2,150.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$13,930.00</b>

We look forward to doing business with you.

PitchingMachineSale  
PO Box 372  
Kennett Square, PA 19348  
sales@pitchingmachinesale.com

**TO:** ATTN: Kyle Schlemm  
Town of Secaucus  
Secaucus, NJ 07094  
(201) 206-4602  
[fsasso@seaucus.net](mailto:fsasso@seaucus.net)

**Thank You for Shopping at PitchingMachineSale!**

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

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

**A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT  
FOR MATERA GARDEN AND NURSERY CENTER**

**WHEREAS**, the Town of Secaucus' Department of Public Works has the continuing need to acquire various nursery and garden supplies, as well as power equipment and parts for the proper maintenance of such, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Matera Garden and Nursery Center, located at 514 Broad Avenue Ridgefield, NJ 07657, was awarded a one (1) year contract on March 22, 2022 under Resolution 2022-88, and the Town of Secaucus wishes to continue to utilize their specialized services; and

**WHEREAS**, the term of this contract shall be for one (1) year; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line items 01-2010-00-31502-036 @ 55,000.00 and 01-2010-00-51802-036 @ \$60,000.00.

**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 Matera Garden and Nursery Center, for Nursery and Garden Goods and Services as described herein, for a one (1) year term, beginning on March 26, 2023, for an amount not to exceed One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00); and

**BE IT FURTHER RESOLVED**, Matera Garden and Nursery Center has submitted a Pay to Play disclosure form which certifies that Matera Garden and Nursery Center 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 Matera Garden and Nursery Center from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measures of the State of New Jersey under N.J.S.A. 19:44a-20.27; and

**BE IT FURTHER RESOLVED**, that Matera Garden and Nursery Center shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

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

Adopted: March 14, 2023

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 March 14, 2023.

---

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 regular part time Animal Assistant position, in the Animal Shelter Department (#50000), effective March 11, 2023, as follows:

DiMartino, Lisa

\$14.13 / 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 March 14, 2023.

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 Michael Pero, Superintendent of Recreation that the below person is hereby appointed to the regular part time position at the Pool Rec Center Department (#85000), effective March 4, 2023 as follows:

**Lifeguard**

Bedwany, Angelina

\$15.13/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 March 14, 2023.

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 Tax Collector, the below person is hereby appointed to the regular part time Tax Clerk position in the Tax Department #15000, pending the completion of a background check and a drug screen, as follows:

Altagracia, Katherine (start 03/22/23)

\$16.00/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 March 14, 2023.

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 Chief of Police and the Personnel Committee the below person is hereby appointed to the regular full-time Administrative Clerk position in the Records Bureau of the Police Department #31002, pending the completion of a background check, and physical including drug screening, effective March 15, 2023 as follows:

Francisco, Lorraine

\$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 March 14, 2023.

Town Clerk

Mayor

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



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

# Application for a Raffle License

Application No. RA  
Identification No. 451-5-42825

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

Please print clearly.

Name of municipality: Secaucus

## Part A - General

1. Name of applying organization: Secaucus Middle School PTO
- 2a. Street address of headquarters: 11 Hillridge Rd., Secaucus, NJ 07094
- b. Mailing address (if different):
3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>May 5, 2023</u>	<u>5-11 pm</u>		

4a. Address of place where raffles will be played: 11 Hillridge Rd., Secaucus, NJ 07094

b. Does the applicant own the premises or regularly occupy them for its general purposes? ☒ Yes ☐ No

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

## Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>Tickets</u>	<u>Vista Print</u>	<u>Admission</u>

COED  
SUN PM

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated JAN 4, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jim Pilla

Organization, if applicable: USSA NEW JERSEY

Address: 1116 AVENUE C. RAYONNE NJ 07002

Phone: 201 978 6042 Email: PILLA 32 @ GMAIL.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 MILLRIODE / KANE located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

SUNDAY, 20 23, from 4 am/pm to 11 am/pm

Evening, 20   , from    am/pm to    am/pm

April + July, 20   , from    am/pm to    am/pm

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

Name of Event: ADULT SLOW-PITCH SOFTBALL

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

CO-ED SUNDAY NIGHT LEAGUE

Number of Attendees: 100 \$200 per team

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

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

0

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

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

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

7. **SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By Janice A. Mc Date 1/4/23  
(Signature of renter)

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

Jim Pina Phone: 201 978 6042

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

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

Notes:




TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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

WEEK NIGHT  
MEN'S

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated JAN 4, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jim Pilla

Organization, if applicable: USSA NEW JERSEY

Address: 1116 Avenue C, Rutherford NJ 07072

Phone: 201 978 6042 Email: PILLA 32 @ GMAIL.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 MILLRIODE / KANE located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Mon, Tues, Wed, 20 23, from 6 am/pm to 11 am/pm  
THUR eve's, 20 23, from " am/pm to " am/pm  
April thru, 20 23, from " am/pm to " am/pm  
July

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

Name of Event: ADULT SLOW-PITCH SOFTBALL

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

Weeknight Men's League

Number of Attendees: 100 \$ 200 per team

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

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

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

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

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

7. **SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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



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

By Jarin A. M. Date 1/4/23  
(Signature of renter)

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

Jim Pruitt Phone: 201 978 6642

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

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

Notes:


*(Handwritten mark)*

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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

Sunday Am  
Mens  
AGL

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated JAN 4, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jim Pilla

Organization, if applicable: USSA NEW JERSEY

Address: 1116 Avenue C, RYMOND NJ 07002

Phone: 201 978 6042 Email: PILLA 32 @ GMAIL.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 MILLRIDGE / KANE located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Sunday Am, 20 23, from 9 am/pm to 12 am/pm

April - July, 20 23, from " am/pm to " am/pm

", 20 ", from " am/pm to " am/pm

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

Name of Event: ADULT SLOW-PITCH SOFTBALL

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

Sunday Morning Mens Leagues

Number of Attendees: 100

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$800.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

**7. SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By *Jarin A. M.* Date 1/4/23  
(Signature of renter)

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

Jim Pina Phone: 201 978 6642

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

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

Notes:


*Q*

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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

Fast Pitch

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated Jan 4, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jim Pruitt

Organization, if applicable: USFA New Jersey

Address: 1116 Avenue C Bayonne NJ 07002

Phone: 201 978 6042 Email: PUIT3LC@GMAIL.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 Millage 1, 2 + 3 located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

April 29, 2023, from 8 am/pm to 8 am/pm

June 10, 2023, from 8 am/pm to 8 am/pm

\_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

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

Name of Event: Youth Girls Fast Pitch Softball

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

Tournament

Number of Attendees: 100

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$450.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

**7. SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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



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

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

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

**7. SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By Janice M Date 1/4/23  
(Signature of renter)

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

Jim Pina Phone: 201 978 6642

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

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

Notes:




TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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

# CERTIFICATE OF INSURANCE

Issue Date: 3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## Producer:

Edgewood Partners Ins. Center  
License #0B29370  
10877 White Rock Road, Suite #300  
Rancho Cordova, CA 95670  
USSSA@epicbrokers.com

## INSURERS AFFORDING COVERAGE

INSURER A: Everest National Ins Co NAIC # 10120

## Insured:

United States Specialty Sports Association  
5800 Stadium Parkway  
Melbourne, FL 32940  
800-741-3014

## Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis			SI8GL01932-231	1/1/2023	1/1/2024	Each Occurrence \$1,000,000 Damage to Rented Premises (ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability (Per Occurrence) \$1,000,000 Participant Legal Liability (Aggregate) \$1,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
A	Excess Liability			SI8EX01859-231	1/1/2023	1/1/2024	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)  
The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date. When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.

## Certificate Holder:

Coverage Effective Date: 3/1/2023 12:04:00 PM

Town of Secaucus  
Michael Pero  
20 Centre St  
Secaucus NJ 07094

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-470936

Authorized Representatives:



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

This Rental Agreement, dated February 2, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Leslie Sonkin

Organization, if applicable: 3 Rivers District

Address: Northern New Jersey Council BSA

Phone: 201-908-5155

Email: lsonkin248@gmail.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 RECREATION CENTER BASKETBALL COURTS located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Sunday, April 2, 2023, from 8:30 am/~~pm~~ to 2:30 am/~~pm~~

                    , 20      , from        am/pm to        am/pm

                    , 20      , from        am/pm to        am/pm

**3. EVENT.** Renter will use the Facility for the following event: (Please describe the type of event, name of entertainment/vendors, expected number of persons, etc.)

For there annual Pinewood Derby  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental:

Total Rental Fee for Facility: \$NO FEE

Security Deposit Amount: \$            Due at Agreement Signing

Final Payment / Balance: \$            Due by:                     

The security deposit may be paid in the form of a personal check, certified bank check, cashier's check or money order. All final payments must be in the form of a certified bank check, cashier's check or money order; No personal check will be accepted for final payment. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning

to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

**6. OCCUPANCY.** Occupancy of the Facility will be limited to \_\_\_\_\_ persons. All occupancy limits must be complied with throughout the rental period.

**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 prior to the Event. The Town reserves the right to request a Certificate of Insurance in which the Town of Secaucus is listed as an additional insured prior to the Event.

**9. RETURN OF SECURITY DEPOSIT.** Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to the Renter by first class mail within thirty (30) days. If Renter and/or guests have caused damage to the Facility, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

**10. 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, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and 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 be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

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.

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

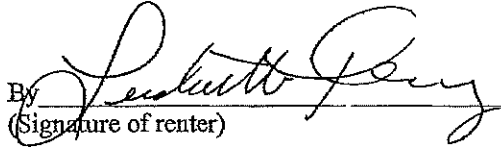
**12. CANCELLATION.** The security deposit will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice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

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

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

By  Date 2-13-23  
(Signature of renter)

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

Ludmilla Perez Phone: 908-943-8644

**TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
Policies for Facility Rental**

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at the facility: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (including pyrotechnics, cooking equipment, etc.) and fireworks.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters have until the time specified or, if applicable, until 8:00am the following day to have the Facility returned to a neat, orderly and clean condition.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.



**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: Ludmilla Perez

Address: 25 Ramapo Valley rd. Oakland, NJ 07436

Cell Phone: 908-943-8644

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.

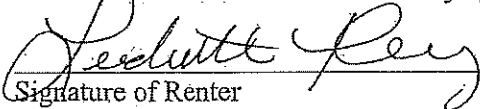
Based on this understanding, please review and acknowledge the following:

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

2-13-23  
Date

Ludmilla Perez  
Print Name



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231		<b>CONTACT</b> NAME: Laura Craig PHONE (A/C, No, Ext): 972-770-1402 E-MAIL ADDRESS: laura.craig@marshmma.com FAX (A/C, No): 972-770-1699	
<b>INSURED</b> Boy Scouts of America, National Council and All of its affiliates and subsidiaries Northern New Jersey Council BSA 25 Ramapo Valley Road Oakland, NJ 07436		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Evanston Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 35378	

## COVERAGES

CERTIFICATE NUMBER: 1851896660

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			V3P0009142	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract for the event specified. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy.

For All Official Scouting Activities

## CERTIFICATE HOLDER

Town of Secaucus  
Department of Recreation  
1200 Koelle Boulevard  
Secaucus, NJ 07094

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

PAID

TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated 3/8, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Max Wang

Organization, if applicable: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: 782-877-3039 Email: rshere2@gmail.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 Shetik Field located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Tuesdays March 14, 2023, from 9 am/pm to 11 am/pm  
June 13, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm  
\_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

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

Name of Event: Adult Soccer

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

Adult Games

Number of Attendees: \_\_\_\_\_

\$125/HR

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$3500.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

**7. SMOKING.** Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

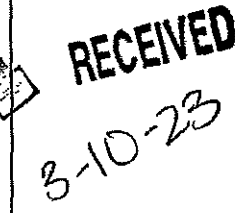
I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By [Signature] Date 3/10/2023  
(Signature of renter)

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

Phone: 646-321-0077

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
	CHECK BOX WHEN PAID IN FULL <input checked="" type="checkbox"/>	<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order  ck # 203	

Notes:

DATE (MM/DD/YYYY)  
03/05/2023

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Sports Dept <b>PHONE (A/C, No. Ext):</b> 800-822-7370   <b>FAX (A/C, No):</b> 803-256-4017 <b>E-MAIL ADDRESS:</b> soda@sadlersports.com <b>PRODUCER CUSTOMER ID#:</b>															
<b>INSURED</b> D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Secaucus Chinese Soccer Club 1105 Farm Rd Unit A Secaucus, NJ 07094 Club #: C.83957	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State National Insurance Company</td> <td></td> <td>12831</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td>38776</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: State National Insurance Company		12831	INSURER B:		38776	INSURER C:			INSURER D:		
INSURER(S) AFFORDING COVERAGE		NAIC #														
INSURER A: State National Insurance Company		12831														
INSURER B:		38776														
INSURER C:																
INSURER D:																

**COVERAGES** **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		OVE-0000286-00	12:01AM ET 03/06/2023	12:01AM ET 03/06/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/OP AGG \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE n/a
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	<b>PARTICIPANT ACCIDENT</b>			n/a	n/a	n/a	EXCESS MEDICAL not covered AD&D not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COVERED Team(s) - Adult - General Liability



- Team(s) -

Team Names:

- Soccer Teams: Secaucus Chinese Soccer Club

(Adult Team General Liability Only: \$2,000,000 Each Occurrence; \$1,000,000 Participant Legal Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/ Release Recommended)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

<b>CERTIFICATE HOLDER</b> <b>RELATIONSHIP:</b> Property Owner/ Lessor  Town of Secaucus 1203 Paterson Plank Road Secaucus, NJ 07094	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE (company A)</b>  <b>AUTHORIZED REPRESENTATIVE (company B)</b> 
---	---

Coverage is only extended to U.S. events and activities

\* NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD