

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, that the minutes of the Regular Meetings of January 7, 2019, January 22, 2019, February 11, 2019 and February 26, 2019 are hereby approved.

May 14, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

\_\_\_\_\_  
Mayor

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

AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2019-11

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Humboldt Street	West	On the west side of Humboldt Street, beginning at a point 158 feet south of the southwest corner of Centre Avenue and Humboldt Street continuing south for a distance of 18 feet in front of 733 Humboldt Street
Franklin Street	South	On the south side of Franklin Street, beginning at a point 504 feet east of the northeast corner of Paterson Plank Road and Franklin Street continuing east for a distance of 18 feet in front of 187 Franklin Street

That the parking space designated for 733 Humboldt Street adopted by Ordinance is to be personalized for Placard No. P1610440.

That the parking space designated for 187 Franklin Street adopted by Ordinance is to be personalized for Placard No. P1964813.

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

**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 deleting the following location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Second Avenue	South	On the south side of Second Avenue, beginning at a point 132 feet east of the southeast corner of Roosevelt Avenue and Second Avenue, continuing east for a distance of 22 feet in front of 55 Second Avenue

## 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 April 9, 2019 and finally adopted by the Mayor and Council on May 14, 2019.

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

\_\_\_\_\_  
Mayor

#### Introduction 4-9-19

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

#### Adoption 5-14-19

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

**TOWN OF SECAUCUS, NEW JERSEY**

**ORDINANCE NO. 2019-12**

**CALENDAR YEAR 2019**

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Mayor and Town Council of the Town of Secaucus, in the County of Hudson, finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Mayor and Town Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$449,193.99 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the Mayor and Town Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Secaucus, in the County of Hudson, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Town of Secaucus shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,572,178.97, and that the CY 2019 municipal budget for the Town of Secaucus be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ORDINANCE NO. 2019-13

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS EQUIPMENT, AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$6,411,700 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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BE IT ORDAINED by the Town Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, as follows:

Section 1. The Town of Secaucus, in the County of Hudson, State of New Jersey (the "Town") is hereby authorized to make various public improvements and to acquire new additional or replacement equipment and machinery, new information technology and telecommunications equipment, and new automotive vehicles, including original apparatus and equipment, in, by and for said Town, as more particularly described in Section 4 hereof. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the down payment appropriated by this ordinance. Said improvements shall be made as

general improvements and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Town.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the down payment hereinafter appropriated to finance such purposes, and (3) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (4) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Resurfacing of various roads in the Town, as set forth on a list prepared by the Town Engineer on file or to be placed on file with the Town Clerk, and hereby approved as if set forth herein in full. Depending upon the contract price and other exigent circumstances, and upon approval by the Town Council, there may be additions to or deletions from the aforesaid list. It is hereby determined and stated that said roads being resurfaced are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	\$2,431,100
Down Payment Appropriated	\$ 116,000
Bonds and Notes Authorized	\$2,315,100
Period of Usefulness	10 years



B. Acquisition of real property, including an existing structure, located at 40 Millridge Road (designated as Block 225, Lot 10 on the Tax Assessment Map of the Town) for future lease to the Secaucus Board of Education.

Appropriation and Estimated Cost	\$1,800,000
Down Payment Appropriated	\$ 86,000
Bonds and Notes Authorized	\$1,714,000
Period of Usefulness	40 years

C. Acquisition of new information technology equipment consisting of computer systems for the use of various Town departments, officer and agencies.

Appropriation and Estimated Cost	\$ 100,000
Down Payment Appropriated	\$ 4,800
Bonds and Notes Authorized	\$ 95,200
Period of Usefulness	7 years

D. Acquisition of new automotive vehicles, including original apparatus and equipment, consisting of SUVs for the use of the Police Department.

Appropriation and Estimated Cost	\$ 197,000
Down Payment Appropriated	\$ 9,500
Bonds and Notes Authorized	\$ 187,500
Period of Usefulness	5 years

E. Acquisition of a new automotive vehicle, including original apparatus and equipment, consisting of a universal hook truck for the use of the Department of Public Works.

Appropriation and Estimated Cost	\$ 110,000
Down Payment Appropriated	\$ 5,500
Bonds and Notes Authorized	\$ 104,500
Period of Usefulness	5 years

F. Acquisition of new automotive vehicles, including original apparatus and equipment, consisting of (i) a passenger bus with lift and (ii) medical escort vans.

Appropriation and Estimated Cost	\$ 197,000
Down Payment Appropriated	\$ 9,500
Bonds and Notes Authorized	\$ 187,500
Period of Usefulness	5 years

G. Undertaking of various improvements to public buildings and facilities. It is hereby determined and stated that said public buildings being improved are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	\$ 685,000
Down Payment Appropriated	\$ 32,700
Bonds and Notes Authorized	\$ 652,300
Period of Usefulness	15 years

H. Acquisition of new additional or replacement equipment and machinery consisting of various equipment for the use of the Fire Department - Marine Division.

Appropriation and Estimated Cost	\$ 30,000
Down Payment Appropriated	\$ 1,500
Bonds and Notes Authorized	\$ 28,500
Period of Usefulness	5 years

I. Undertaking of various storm sewer and flood mitigation improvements.

Appropriation and Estimated Cost	\$ 300,000
Down Payment Appropriated	\$ 14,300
Bonds and Notes Authorized	\$ 285,700
Period of Usefulness	40 years

J. Acquisition of various equipment and undertaking of various improvements for the Recreation Center.

Appropriation and Estimated Cost	\$ 125,000
Down Payment Appropriated	\$ 6,000
Bonds and Notes Authorized	\$ 119,000
Period of Usefulness	10 years

K. Undertaking of the following Library improvements: (i) leasehold improvements to the Library Annex at the Exchange Complex and (ii) information technology and telecommunications infrastructure improvements at the Library Annex and the Main Library.

Appropriation and Estimated Cost	\$ 300,000
Down Payment Appropriated	\$ 14,300
Bonds and Notes Authorized	\$ 285,700
Period of Usefulness	10 years

L. Undertaking of various improvements to the Born Street Storm Sewer Pump Station.

Appropriation and Estimated Cost	\$ 40,000
Down Payment Appropriated	\$ 2,000
Bonds and Notes Authorized	\$ 38,000
Period of Usefulness	40 years

M. Acquisition of new information technology and telecommunications equipment for the use of various Town departments, offices and agencies.

Appropriation and Estimated Cost	\$ 96,600
Down Payment Appropriated	\$ 4,600
Bonds and Notes Authorized	\$ 92,000
Period of Usefulness	5 years

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Aggregate Appropriation and Estimated Cost	\$6,411,700
Aggregate Down Payment Appropriated	\$ 306,700
Aggregate Amount of Bonds and Notes Authorized	\$6,105,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of \$641,000 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. It is hereby determined and stated that moneys exceeding \$306,700, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Town, are now available to finance said purposes. The sum of \$306,700 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 7. To finance said purposes, bonds of said Town of an aggregate principal amount not exceeding \$6,105,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 8. To finance said purposes, bond anticipation notes of said Town of an aggregate principal amount not exceeding \$6,105,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 9. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Town and attested by the Town Clerk or Deputy Town Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 10. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 20 years computed from the date of said bonds.

Section 11. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Town Clerk of said Town,

and that such statement so filed shows that the gross debt of said Town, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$6,105,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 12. Any funds received from private parties, the County of Hudson, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purposes shall be reduced accordingly.

Section 13. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Town Clerk and is available for public inspection.

Section 14. The Town intends to issue the bonds or notes to finance the cost of the improvements described in Sections 1 and 4 of this bond ordinance. If the Town incurs such costs prior to the issuance of the bonds or notes, the Town hereby states

its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 15. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Town, and the Town shall levy ad valorem taxes upon all the taxable real property within the Town for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 16. This ordinance shall take effect twenty days after the first publication thereof after final passage.

I, Michael Marra, Town Clerk  
of Secaucus, County of Hudson,  
hereby certify that the above is a true  
copy of an ordinance introduced & passed  
on first reading on \_\_\_\_\_  
and finally adopted by the Mayor and  
Council on \_\_\_\_\_

Town Clerk

Mayor

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

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

ORDINANCE NO. 2019-14

BOND ORDINANCE TO AUTHORIZE VARIOUS IMPROVEMENTS AT THE SWIM CENTER IN, BY AND FOR THE SWIMMING POOL UTILITY OF THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$82,500 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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BE IT ORDAINED by the Town Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, as follows:

Section 1. The Town of Secaucus, in the County of Hudson, State of New Jersey (the "Town") is hereby authorized to undertake various improvements at the Swim Center in, by and for the Swimming Pool Utility of the Town. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. The sum of \$82,500 is hereby appropriated to the payment of the cost of making the improvements described in Section 1 hereof (hereinafter referred to as "purpose"). Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the down payment appropriated by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.



Section 3. It is hereby determined and stated that (1) said purpose is not a current expense of said Town, and (2) it is necessary to finance said purpose by the issuance of obligations of said Town pursuant to the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law"), and (3) the estimated cost of said purpose is \$82,500, and (4) \$4,000 of said sum is to be provided by the down payment hereinafter appropriated to finance said purpose, and (5) the estimated maximum amount of bonds or notes necessary to be issued for said purpose is \$78,500, and (6) the cost of such purpose, as hereinbefore stated, includes the aggregate amount of \$2,000 which is estimated to be necessary to finance the cost of such purpose, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 4. It is hereby determined and stated that moneys exceeding \$4,000, appropriated for down payments on capital improvements or for the capital improvement fund in Swimming Pool Utility budgets heretofore adopted for said Town, are now available to finance said purpose. The sum of \$4,000 is hereby appropriated from such moneys to the payment of the cost of said purpose.

Section 5. To finance said purpose, bonds of said Town of an aggregate principal amount not exceeding \$78,500 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 6. To finance said purpose, bond anticipation notes of said Town of an aggregate principal amount not exceeding \$78,500 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 7. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date

of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Town and attested by the Town Clerk or Deputy Town Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 8. It is hereby determined and declared that the period of usefulness of said purpose, according to its reasonable life, is a period of ten years computed from the date of said bonds.

Section 9. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Town Clerk of said Town, and that such statement so filed shows that the gross

debt of said Town, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$78,500 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. Any funds received from the County of Hudson, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purpose, shall be applied to the payment of the cost of such purpose, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purpose shall be reduced accordingly.

Section 11. The Town intends to issue the bonds or notes to finance the cost of the improvements described in Section 1 of this bond ordinance. If the Town incurs such costs prior to the issuance of the bonds or notes, the Town hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 12. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and

the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Town, and the Town shall levy ad valorem taxes upon all the taxable real property within the Town for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 13. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Town Clerk and is available for public inspection.

Section 14. This ordinance shall take effect twenty days after the first publication thereof after final passage.

I, Michael [Name],  
of Secaucus, County of Hudson,  
hereby certify that the above is a true  
copy of an ordinance introduced & passed  
on first reading on \_\_\_\_\_  
and finally adopted by the Mayor and  
Council on \_\_\_\_\_

Town Clerk

Mayor

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

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

AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2019-15

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>
Seventh Street	West	On the west side of Seventh Street, beginning at a point 156 feet south of the northwest corner of Farm Flanagan Way and Seventh Street continuing south for a distance of 22 feet in front of 849 Seventh Street
Grace Avenue	South	On the south side of Grace Avenue, beginning at a point 1,007 feet west of the southwest corner of Schopmann Drive and Grace Avenue continuing west for a distance of 17 feet in front of 291 Grace Avenue

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 location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Seventh Street	West	On the east side of Seventh Street, beginning at a point 106 feet south of the southeast corner of Front Street and Seventh Street continuing south for a distance of 18 feet in front of 770 Seventh Street (Side Yard)
Irving Place	West	On the west side of Irving Place, beginning at a point 155 feet south of the northwest corner of Paterson Plank Road and Irving Place continuing south for a distance of 18 feet in front of 767 Irving Place

That the parking space designated for 771 Seventh Street adopted by Ordinance is to be personalized for Placard No. P1978432.

That the parking space designated for 767 Irving Place adopted by Ordinance is to be personalized for Placard No. P2119458.

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

## SECTION 2

### **SEVERABILITY**

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

the ordinance or part thereof is held inapplicable, had been specifically exempted therefrom.

**SECTION 3**

**REPEALER**

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

**SECTION 4**

**EFFECTIVE DATE**

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



I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on May 14, 2019 and finally adopted by the Mayor and Council on May 28, 2019.

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

\_\_\_\_\_  
Mayor

Introduction 5-14-19

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

Adoption 5-28-19

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

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

**ORDINANCE NO. 2019-16**

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC"  
TO UPDATE TOWN BUS STOPS**

**WHEREAS**, the Town has previously adopted an Ordinance designating locations in Town to be used as bus stops; and

**WHEREAS**, the Mayor and Council have determined, based on the review and recommendation of the Secaucus Police Traffic Division, that a bus stop on Riverside Station Boulevard, a new location, is necessary to accommodate residents and students and Schedule XIII §127-35 should be amended to reflect such; and

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

1. The following addition shall be made to Chapter 127 entitled "Vehicles and Traffic," Schedule XIII entitled "Bus Stops" §127-35 of the Code of the Town of Secaucus (additions are indicated in **bold**):

§127-35. Schedule XIII: Bus stops.

B. Municipal roads.

...

**(25) Riverside Station Boulevard (near side) –  
In front of 200 Riverside Station Boulevard for the length of two  
parking spaces**

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

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 127 of the Code of the Town of Secaucus shall remain in full force and effect.

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

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

\_\_\_\_\_  
Mayor

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

**ORDINANCE NO. 2019-17**

**AN ORDINANCE AUTHORIZING ACQUISITION OF PROPERTY FROM  
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, The Town of Secaucus wishes to confirm its intent to enter into an Agreement of Sale with the New Jersey Department of Transportation (“NJDOT”) for the conveyance from NJDOT of Parcel VXR12A1B of the Route 3, Section 1 project (“Property”), for the public purpose of open space and maintenance of a storm water pipe; and

**WHEREAS**, by adoption of Resolution and subsequent Ordinance, the Town authorizes the Mayor, Town Clerk and/or Town Administrator to enter into and execute an Agreement of Sale with NJDOT for the Property; and

**WHEREAS**, the Mayor and Council have confirmed the necessity of the Town acquiring the Property for open space and maintenance of a storm water pipe; and

**WHEREAS**, the Town Mayor and Council have, after consultation with its legal and engineering professionals, determined that it is in the public interest to enter into an Agreement of Sale with NJDOT; and

**WHEREAS**, the Town Engineer has reviewed the Parcel Description and General Property Parcel Map included as Exhibits A and B of the Agreement of Sale, and confirmed the accuracy thereof; and

**WHEREAS**, the Agreement of Sale is subject to the specific public use for open space and maintenance of a storm water pipe purposes and in the event the Property is not used for the specified public use, the ownership will revert back to *NJDOT*.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Secaucus, that the Town enter into and execute an Agreement of Sale with the NJDOT for the conveyance of the Property for the specific public purpose of open space and maintenance of a storm water pipe for the purchase price amount of \$1.00 (One Dollar); and

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

Adopted: May 14, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on May 14, 2019 and finally adopted by the Mayor and Council on May 28, 2019.

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

\_\_\_\_\_  
Mayor

Introduction 5-14-19

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Jeffas				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Pirro				
Councilman Dehnert				
Mayor Gonnelli				

Adoption 5-28-19

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Jeffas				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Pirro				
Councilman Dehnert				
Mayor Gonnelli				

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

**ORDINANCE NO. 2019-18**

**AN ORDINANCE AMENDING CHAPTER 73 OF THE CODE  
OF THE TOWN OF SECAUCUS ENTITLED "FIRE PREVENTION AND FIRE  
PROTECTION" TO ADD PROVISIONS FOR THE INSPECTION OF MOBILE  
RETAIL FOOD ESTABLISHMENTS**

**WHEREAS**, the Mayor and Council recognize that the safety of all residents and the protection of human life, buildings and structures is of great concern; and

**WHEREAS**, the Town of Secaucus locally enforces the provisions of the New Jersey Uniform Fire Code, N.J.A.C. 5:70-1 et seq. and has an established Bureau of Fire Prevention pursuant to Town Ordinance Chapter 73; and

**WHEREAS**, in light of fire related accidents and explosions in other locations, and the associated risk thereof, involving mobile retail food establishments, also known as food trucks, the Town of Secaucus Bureau of Fire Prevention has recommended that mobile retail food establishments be inspected annually by the Bureau to address any fire hazards that may be present; and

**WHEREAS**, mobile retail food establishments currently register and undergo inspections annually by the Board of Health. Said inspection by the Bureau of Fire Prevention would occur at the same time or prior to an event in the interest of public safety.

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

1. §73-15 of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**):

**§73-15 Mobile retail food establishment inspections.**

- A. Mobile retail food establishments engaged in the preparation and/or sale of food and which operate from a nonpermanent location, including but not limited to, food trucks, food trailers or food carts, shall apply for and obtain an inspection, by the Bureau of Fire Prevention to operate within the Town of Secaucus.**
- B. The Bureau of Fire Prevention shall issue a checklist containing the specific requirements for approval of an application for an inspection. The checklist**

shall be available in the Bureau of Fire Prevention and updated as necessary by the Fire Official.

**C. Mobile food establishments may obtain:**

**(1) A one-year certificate – Seventy-five dollars (\$75.00) per calendar year, which includes the inspection, one reinspection if needed, and any requisite inspections prior to any event in which the establishment may be participating in within the Town of Secaucus. An annual sticker or certificate of approval shall be valid until December 31<sup>st</sup> of the year in which it was issued.**

**Renewal applications for one-year certificates shall be received by January 31<sup>st</sup> of a given year. Any late renewal applications shall be assessed a fee of fifty dollars (\$50.). A mobile retail food establishment will be entitled to continue operation during the period that a timely application for a renewal inspection is pending with the Bureau of Fire Prevention.**

or

**(2) A three-day certificate - Twenty-five dollars (\$25.00) per three-day period for an event, which includes an inspection and one reinspection if needed.**

**D. If conditions are found in violation, a written statement shall be provided to the mobile retail food establishment and a reinspection scheduled by the Bureau of Fire Prevention. One reinspection shall be completed at no cost. Any additional reinspections shall be assessed a fee of twenty-five dollars (\$25.). Any establishment that fails an inspection will not be permitted to operate within the Town of Secaucus until the violations have been corrected and a reinspection by the Bureau of Fire Prevention results in approval.**

**E. A sticker or certificate of approval from the Town of Secaucus Bureau of Fire Prevention shall be placed in a conspicuous place in or on the mobile retail food establishment.**

**F. Nothing contained in this subsection shall limit the authority of the Bureau of Fire Prevention to inspect a mobile retail food establishment at any time to determine if it meets the requirements contained in the checklist.**

**G. Violation of any provision of §73-15 shall, upon conviction thereof, be punished by a fine not to exceed one thousand dollars (\$1,000.) dollars, by imprisonment for a term not to exceed ninety (90) days, or by a period of community service for not more than ninety (90) days, or any combination thereof, as determined by the Municipal Court of the Town. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.**

2. There are no other changes to this Chapter of the Code of the Town of Secaucus.
3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.
5. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 73 of the Code of the Town of Secaucus shall remain in full force and effect.

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

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

\_\_\_\_\_  
Mayor



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

**ORDINANCE NO. 2019-19**

**AN ORDINANCE AMENDING OF CHAPTER 115A OF THE CODE OF  
THE TOWN OF SECAUCUS ENTITLED “TOWING AND STORAGE”  
TO UPDATE FEE PROVISIONS**

**WHEREAS**, pursuant to N.J.S.A. 40:48-2.49 and 2.54, the Town of Secaucus is authorized to enact an ordinance setting forth regulations for the removal of motor vehicles from private or public property, including the fees charged for such removal and storage and the notice requirements therefore; and

**WHEREAS**, the Mayor and Council revised Chapter 115A “Towing and Storage” of the Code of the Town of Secaucus in Ordinance 2018-20 to address the needs of the Town in the interest of public safety, health and welfare; and

**WHEREAS**, review of §115A-11 has been undertaken and changes recommended by the Secaucus Police Department and Legal Department for clarity of storage fees and for inclusiveness of tow equipment that may be utilized in the case of large accidents or wrecks within Town boundaries.

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

1. Chapter 115A of the Code of the Town of Secaucus entitled “Towing and Storage” is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

**§ 115A-11 Towing and storage services fee schedule; payments**

- A. The maximum allowable fees for towing and storage are set forth below and shall apply to licensees and tow operators providing services for Secaucus Police Department directed tows:

CLASS 1: LIGHT TOW: AUTOMOBILES,  
MOTORCYCLES AND MOTOR SCOOTERS

Towing .....	\$125.00
Storage .....	\$35.00 per 24-hour period <b>calendar day</b> or part thereof

CLASS 2: LIGHT TOW: SUV, VANS, PICKUPS UP TO 10,000 LBS.

Towing .....	\$ 135.00
Storage .....	\$45.00 per 24 hour period calendar day or part thereof

**CLASS 3: HEAVY TOW: TRUCKS, BUSES AND VEHICLES OVER 10,000 LBS**

Towing .....	\$250.00/hour per truck (2 hr. minimum)
Storage .....	\$85.00 per 24 hour period calendar day or part thereof

- B. While an official tower may not charge a service fee for towing and storage services ancillary to basic services, under certain circumstances official towers shall be allowed to charge for extra services that may be required above the basic towing charge. Any such services and charges shall be in accordance with the fee schedule below:

Decoupling	\$25.00 (up to 10,000 lbs.) \$100.00 (over 10,000 lbs.)
Jump Start	\$25.00
Flat Tire	\$25.00
Lock Out	\$25.00
Road Service	\$25.00
Gasoline/Fuel Service	\$25.00, in addition to gasoline/fuel cost
Crash or window wrap	\$75.00 flat fee
Site Clean up	\$25.00 per bag of absorbent and \$25.00 per bag of debris removal
Winching (not applicable to the towing of parked automobiles or minor maneuvering of automobiles prior to tow)	\$75.00 per hour for light tow vehicles (up to 10,000 lbs) \$150.00 per hour for heavy tow vehicles (over 10,000 lbs)
Snow locked vehicles	\$50.00 per tow additional charge
Rotator/Crane Recovery Unit Service	\$1,200.00 per hour
Tarp	\$125.00

**Any fees charged for services or equipment not specified in this Ordinance by the Town of Secaucus shall be in accordance with and not in excess of rates approved and utilized by the New Jersey State Police. Said fees shall conform with New Jersey State Police rates, which may be updated periodically.**

...

- J. There shall be ~~no charge~~ a **fifty dollar (\$50.) fee** for towing to a location designated by the Chief of Police or the highest-ranking officer on duty of the Town of Secaucus Police Department as part of an investigation for which the vehicle, which is the subject of the service call, is needed. The determination that the vehicle is needed as part of an investigation shall be in the sole discretion of the Chief of Police or the highest-ranking officer on duty and is binding upon the licensee, ~~who shall~~

~~make no claims against the Town of Secaucus or the owner of the vehicle.~~ Any subsequent service call for the vehicle to be removed from that location by the Town of Secaucus Police Department would be subject to the fees set forth in this section.

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

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 115A of the Code of the Town of Secaucus shall remain in full force and effect.

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

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Town Clerk

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Mayor

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

**ORDINANCE NO. 2019-20**

**AN ORDINANCE AMENDING CHAPTER 128 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED “VEHICLES AND TRAFFIC: BOARD OF EDUCATION  
PROPERTY” TO REFLECT CURRENT STREET DESIGNATIONS AND PARKING  
LOCATIONS AND CORRESPONDING PENALTY PROVISIONS IN CHAPTER 128**

**WHEREAS**, the Town enacted §128-1 et seq. to assist in alleviating dangerous situations and to address parking locations and prohibitions within the Board of Education complex located at 11 Millridge Road, which houses the Secaucus High School and Secaucus Middle School; and

**WHEREAS**, upon the collaboration and recommendation of the Secaucus Police Department Traffic Division and Board of Education Administration, pursuant to N.J.S.A. 39:4-197(1)(g), the Mayor and Council have determined that updates to §128-1 et seq. and corresponding penalty provisions in §127-5A are needed to reflect the current roadway and parking setup in the interest of safety, health and welfare of motorists, faculty, staff, students, visitors and the public.

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

1. The following changes shall be made to Chapter 128 of the Code of the Town of Secaucus entitled “Vehicles And Traffic: Board Of Education Property”. Chapter 128 be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 128-1. **Purpose; Definitions.**

**This section shall apply to the Board of Education complex located at 11 Millridge Road and has been enacted in the interest of public safety, health and welfare to ensure emergency vehicle access, safe traffic flow and the regulation of parking on Board of Education property pursuant to N.J.S.A. 39:4-197.**

Whenever any words and phrases are used in this chapter, the meanings respectively ascribed to them in Subtitle 1 of Title 39 of the Revised Statutes of New Jersey shall be deemed to apply to such words and phrases used herein.

...

§ 128-3. ~~Prohibited parking.~~ **Yield intersections designated.**

~~No person shall park a vehicle on any school road except as specified in Schedule I attached to and made a part of this chapter.~~ Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described in Schedule I attached to and made a part of this chapter are hereby designated as yield intersections. Yield signs shall be installed as provided herein.

§ 128-4. No-parking zones.

There shall be no parking in posted zones or designated areas as described in Schedule II ~~and as indicated on the map~~ attached to and made a part of this chapter.<sup>4</sup>

§ 128-5. ~~Parking spaces for the handicapped~~ **persons with a disability.**

Pursuant to the provisions of ~~N.J.R.S. 39:4-205 and 4-206~~, N.J.S.A. 39:4-197(3)(c) and N.J.S.A. 39:4-204 et seq., the locations described in Schedule III attached to and made a part of this chapter are hereby designated as ~~handicap~~ parking spaces for persons with a disability.

§ 128-6. Stop intersections designated.

Pursuant to the provisions of ~~N.J.R.S. 39:4-140~~, N.J.S.A. 39:4-140, the intersections described in Schedule IV attached to and made a part of this chapter are hereby designated as stop intersections. Stop signs shall be installed as provided herein.

§ 128-7. Bus storage areas.

The ~~locations~~ **streets or part of streets** described in Schedule V attached to and made a part of this chapter are hereby designated as bus **and school transportation vehicle** storage areas **and parking for transportation personnel vehicles**.

§ 128-8. One-way streets designated.

The streets or parts of streets described in Schedule VI ~~and as indicated on the map attached to and made a part of this chapter~~<sup>2</sup> are hereby designated as one-way streets in the direction indicated.

§ 128-9. Parking in lots and designated areas.

The ~~regulations for parking lots, parking spaces and parking areas described in Schedule VII are designated parking areas in accordance with the policies of the Board of Education.~~ ~~are attached and as indicated on the map attached to and made a part of this chapter.~~<sup>3</sup> ~~Outside perimeter.~~ **Vehicles must be parked in designated lots, spaces or areas corresponding to the parking decal, placard or identification issued by the Board of Education. All parked vehicles must properly display the appropriate parking decal, placard or identification issued by the Board of Education for the**

**location parked in. All parking must occur between lines only. Designated parking areas shall be kept on file with the Board of Education Transportation Department or School Administration.**

...

§ 128-12. Vehicle identification.

All vehicles parking on the Board of Education property must display properly a current valid decal, placard or other identification issued by the Board of Education.

...

§ 128-14. Violations and penalties.

Unless another penalty is expressly provided by New Jersey statute or in §127-5A, every person convicted of a violation of a provision of this chapter or any supplement thereto shall be liable to a penalty of not more than  ~~fifty two-hundred~~  **two-hundred** dollars (~~\$50200.~~) or imprisonment for a term not exceeding fifteen (15) days, or both. **Fines for certain violations of this section are contained in §127-5A.**

§ 128-15. Schedule I: ~~Prohibited Parking—~~Yield intersections.

~~In accordance with the provisions of § 128-3, no person shall park a vehicle on any school road except at the locations specified for the following roads or areas. These vehicles shall be properly identified and shall be parked at the listed angle and only within the painted white stall lines.~~

<del>Street</del>	<del>Side</del>	<del>Angle (degrees)</del>	<del>Location</del>
<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
Gym Circle	Inside perimeter	90	Southeasterly portion

In accordance with the provisions of § 128-3, the following described intersections are hereby designated as yield intersections:

Name of Street	Location of Yield Sign
Intersection of Patriot Way (western roadway) and Education Way	Patriot Way

§ 128-16. Schedule II: No-Parking Zones.

In accordance with the provisions of § 128-4, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
- Bus Circle	- Inside and outside perimeter	- Entire length
Bus Drive	West	Entire length
Education Drive Way	East  Both sides; except where parking spaces designated	Entire length
Gym Junior Patriot Way Circle	Inside perimeter	- All except 3 spaces at southeasterly side Entire length
- Gym Circle	- Outside perimeter	- Entire length
Patriot Way	West	Including easterly end at entrance From entrance to Stadium Drive to Education Way
- Shop Drive	- North	- Entire length

Stadium Drive exit	Both	<del>Entire length</del> Southwest end from curvature of road to Education Way
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§ 128-17. Schedule III: Parking Spaces for the ~~Handicapped~~ **persons with a disability.**

In accordance with the provisions of § 128-5, the following locations are hereby designated as ~~handicap~~ parking spaces for use by persons who have been issued special identification cards by the Division of Motor Vehicles. No other person shall be permitted to park in these spaces. ~~Each space shall be a minimum of twenty-two (22) feet in length.~~

Name of Street	Side	Location
<del>-</del> Education Drive	<del>-</del> West	<del>-</del> First two spaces at northerly end of divider
Junior Patriot Way	Rear Parking Lot	4 spaces designated by rear entrance to building
Patriot Way	West Side before Patriot Way circle	1 space designated by entrance to building
Patriot Way	West Side after Patriot Way circle	5 spaces designated by entrance to building

§ 128-18. Schedule IV: Stop Intersections.

In accordance with the provisions of § 128-6, the following described intersections are hereby designated as stop intersections:

Name of Street	Location of Stop Sign
<del>-</del> Patriot Way and Bus Drive	<del>-</del> Bus Drive



Intersection of Education Way and Millridge Road, east complex entrance/exit	Education Way
Intersection of Education Way and Meadow Lane, west complex entrance/exit	Education Way
<b>Junior Patriot Way, rear parking lot 2 entrances/exits</b>	<b>Parking lot entrances/exits</b>
<b>Intersection of Junior Patriot Way and Junior Patriot Way Circle</b>	<b>Junior Patriot Way Circle</b>
<b>Intersection of Junior Patriot Way and Patriot Way</b>	<b>Junior Patriot Way</b>
<b>Intersection of Stadium Drive and Education Way</b>	<b>Stadium Drive</b>

§ 128-19. Schedule V: Bus Storage Areas.

In accordance with the provisions of § 128-7, the following area is hereby designated as a bus **and school transportation vehicle storage areas and parking for transportation personnel vehicles**. No person shall park a vehicle in this area except buses, **school transportation vehicles and transportation personnel** ~~and/or bus driver~~ vehicles which shall be properly identified.

Name of Street	Side	Location
<del>Bus Drive</del> <b>Junior Patriot Way</b>	East	From Education Way to Junior Patriot Circle

§ 128-20. Schedule VI: One-Way Streets.

In accordance with the provisions of § 128-8, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction	Limits
-	-	-
Bus Circle	Counter-clockwise	Entire length
Education Drive	North	Main Drive to Faculty Drive driveway
Education Way	Easterly	From Stadium Drive to the eastern entrance of Patriot Way
Faculty Drive	South	School Drive to Stadium Drive
Gym Junior Patriot Way Circle	Counter-clockwise	Entire length
Junior Patriot Way	Counter-clockwise	Entire length
Patriot Way	Westerly Counter-clockwise	Entire length
-	-	-
Shop Drive	Westerly	Entire length
Stadium Drive	Westerly	Entire length

§ 128-21. Schedule VII: Parking in Lots and Designated Areas.

In accordance with the provisions of § 128-9, the following parking regulations for parking lots and designated areas parking lots, parking spaces and parking areas are designated parking areas and will be enforced by provisions of the traffic regulations.

<b>Lot or Area</b>	<b>Conditions or Restrictions</b>
<del>Space Nos. 3, 4, 5, 6, 7, 8 and 9 in Education Drive lot</del>	<del>Parking for visitors only; parking between lines only</del>
<del>Stadium Drive lot</del>	<del>Parking between lines only; no</del>
<del>Faculty Drive Lot</del>	<del>parking on lawns, paths or</del>
<del>Education Drive Lot</del>	<del>driveways; no parking in</del>
<del>Shop Drive Lot</del>	<del>reserved parking areas; must properly display official parking decal</del>

<b>Street</b>	<b>Lot or Area</b>	<b>Time</b>
<b>Education Way</b>	<b>Northern side of Education Way from Stadium Drive to the western intersection of Patriot Way</b>	<b>From 6:00am to 4:00pm when school is in session.</b>
<b>Junior Patriot Way</b>	<b>Rear parking lot.</b>	<b>From 6:00am to 4:00pm when school is in session.</b>
<b>Junior Patriot Way Circle</b>	<b>Outside perimeter.</b>	<b>From 6:00am to 4:00pm when school is in session.</b>
<b>Patriot Way (eastern roadway portion)</b>	<b>Western side of Patriot Way from Education Way to Patriot Way Circle.</b>	<b>24 hours; 7 days per week.</b>
<b>Patriot Way (western roadway portion)</b>	<b>Western side of Patriot Way from Junior Patriot Way to Stadium Drive; and  Eastern side of Patriot Way from the southwestern side of Patriot Way circle to Education Way.</b>	<b>From 6:00am to 4:00pm when school is in session.</b>

<b>Stadium Drive</b>	<b>Both sides from Patriot Way to the turn onto Education Way.</b>	<b>From 6:00am to 4:00pm when school is in session; however, spaces in this area designated and signed by the Board of Education as parking for Buses and Transportation Personnel are in effect 24 hours, 7 days per week.</b>
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§ 128-22. Schedule VIII: Entrances and Exits of Parking Lots **and School Complex.**

All vehicles shall enter and exit parking lots **and school complex** in the direction as indicated on ~~the map attached to and made a part of this chapter.~~<sup>4</sup>

<b>Name Street</b>	<b>Direction</b>	<b>Location</b>
<del>Main</del> <b>Eastern entrance/exit</b>	<b>Northerly and Southerly in lanes designated</b>	Most easterly driveway off Mill Ridge Road
<del>Main</del> <b>Western entrance/exit</b>	<b>Northerly and Southerly in lanes designated</b>	Most westerly driveway off <del>Mill Ridge Road</del> <b>Meadow Lane</b>

2. The following changes shall be made to Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles And Traffic". "§127-5A Fines for specific violations." be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 127-5A. Fines for specific violations.

The following fines in various sections of Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" shall be as follows:

Section	Description	Penalty
...	...	...
<del>128-16</del> 128-4	<del>Parking in fire zone</del> (High school) <b>Parking in no parking zones</b> (Board of Education property)	\$54.00
<del>128-21</del> 128-9	<del>High school permit parking</del> <b>Parking in lots and designated</b> <b>areas (Board of Education</b> <b>property)</b>	\$54.00
128-7	<b>Bus and transportation</b> <b>vehicle/personnel</b> <b>storage/parking areas (Board of</b> <b>Education property)</b>	\$54.00

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

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 128 of the Code of the Town of Secaucus shall remain in full force and effect.

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

\_\_\_\_\_

Town Clerk

\_\_\_\_\_

Mayor

;

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE  
USE OF ON AN ONLINE AUCTION WEBSITE, WWW.GOVDEALS.COM THROUGH  
SOURCEWELL FOR THE SALE OF SURPLUS PROPERTY**

**WHEREAS**, the Town of Secaucus routinely has property that is no longer needed for public use; and

**WHEREAS**, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

**WHEREAS**, pursuant to **Resolution No. 2014-279**, the Town of Secaucus is a member of Sourcewell, a cooperative purchasing system; and

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

**WHEREAS**, the sales are conducted pursuant to the Division of Local Government Services' Local Finance Notice 2008-9 and an authorizing resolution per sale will be utilized.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Town Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, that the Town of Secaucus is hereby authorized to sell the surplus personal property from time to time as needed by resolution on an online auction website entitled www.GovDeals.com, through agreement by its cooperative agent and the Town's membership in Sourcewell; and

**BE IT FURTHER RESOLVED**, that the terms and conditions of the agreement entered into between GovDeals.com and the Town of Secaucus will be available at www.GovDeals.com and in the Town Clerk's office.

Adopted: May 14, 2019

TOWN OF SECAUCUS  
 COUNTY OF HUDSON  
 RESOLUTION

2014-279

WHEREAS, the Town of Secaucus purchases commodities from a variety of authorized vendors under the State of New Jersey Cooperative Purchasing Program N.J.S.A. 40A11-12A whenever available; and

WHEREAS, the Town of Secaucus additionally wishes to purchase certain goods or services under the National Cooperative Purchasing Agreement N.J.S.A. 52:34-6.2; and

WHEREAS, the Town of Secaucus has applied to the National Joint Powers Alliance, a nationally and competitively Bid Cooperative group, operating under the enabling authority of Minnesota Statute 123A.21; and

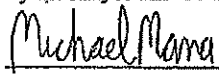
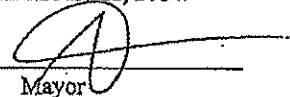
WHEREAS, the Town of Secaucus received an Official Certificate of Membership No. 28170 from the NJPA, enabling the Town of Secaucus to purchase off nationally and competitively pre-bid contracts for cost savings; and

WHEREAS, the Town of Secaucus will utilize this method of procurement under the guidelines of N.J. Department of Community Services Guidelines, as outlined on LFN-2012-10.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus to authorize this National Cooperative Purchasing Agreement.

July 22, 2014

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 July 22, 2014.

  
 Town Clerk
   
 Mayor

Motion: GJ	Yes	No	Abstain	Absent
Second: SP				
Councilman Jeffas	✓			
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilwoman Piro	✓			
Councilman Dehnert				✓
Mayor Gonnelli	✓			



### Cooperatives and Shared Services

Name of Cooperative	Type
Hudson County Purchasing System	County & Regional
The Educational Services Commission of New Jersey (ESCNJ) (formerly Middlesex Regional)	County & Regional
Hunterdon County Educational Services Commission Cooperative Pricing System	County & Regional
Passaic County Energy Pricing System - CHECK STATUS	County & Regional
Passaic County Energy Regional Cooperative Pricing System - CHECK STATUS	Regional
Somerset County Cooperative Pricing System	County & Regional
Morris County Cooperative Pricing System	County & Regional
Bergen County Cooperative Pricing System	County & Regional
Cranford Police Cooperative Pricing System	County & Regional
Hudson Regional Health Commission	County & Regional
Essex Hudson Regional Cooperative Pricing System (EHRPCS)	County & Regional
CNPA Cooperative Program	County & Regional
Sourcwell (formerly NJPA)	National
Keystone Purchasing Network	National
National IPA	National
HGACBUY	National
U.S. Communities	National
Westchester County Cooperative Program	National
NASPO Value Point	National
GSA Advantage	Federal
State of NJ Shared Services	State

- Non member

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING A CONTRACT WITH HANDI – LIFT, INC. FOR LIFT PROJECT  
NEEDED FOR FIRE DEPARTMENT/COMMUNITY BUILDING LOCATED AT 150  
PLAZA CENTER**

**WHEREAS**, the Town of Secaucus has worked diligently to complete projects to improve the Town and remains a priority of the Mayor and Council; and

**WHEREAS**, the lift is to be provide access from the proposed sidewalk to the existing timber deck to provide barrier free access at the rear (east) door of the Town facility; and

**WHEREAS**, the Town of Secaucus, Fire Department, has obtained three (3) quotes to provide equipment and personnel to assist the Town and install one exterior grade open elevator to the east of the building; and

**WHEREAS**, Handi – Lift, Inc, 730 Garden Street, Carlstadt, New Jersey 07072, has submitted a quote, that was presented to the qualified purchasing agent, providing for equipment and personnel in the amount Twenty Thousand Six Hundred Ninety dollars (\$20,690.00) plus tax, if applicable, for the specified project; and

**WHEREAS**, Handi – Lift, Inc. was the lowest responsible quote; and

**WHEREAS**, Handi – Lift, Inc. has completed and submitted an acknowledgement of the Town of Secaucus Pay to Play Ordinance; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that Handi – Lift Inc. be awarded a contract for providing equipment and personnel for lift project in an amount not to exceed Twenty Thousand Six Hundred Ninety Dollars (\$20,690.00); and

**BE IT FURTHER RESOLVED**, that Handi – Lift Inc. shall provide any and all compliance information requested by the Town of Secaucus, Office of Purchasing, which may include, but is not limited to, proof of insurance coverage and the contract is contingent on the Purchasing Agent confirming compliance; and

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

**BE IT FURTHER RESOLVED** that the Finance Director certifies that funds are available for these services in the 2019 Municipal budget; and

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

Adopted: May 14, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

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

10 - 2150 55-7068 007  
 Amount \$ 20,690.<sup>00</sup> Date 5/18/19  
 Signed: Nicholas Goldsack



**BOSWELL ENGINEERING**

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

## REQUEST FOR QUOTE

**Fire Department/Community Building  
Lift Project  
150 Plaza Center  
Block 143, Lot 1  
Town of Secaucus  
Our File No. SEC-131  
Date: March 28, 2019**

The Town of Secaucus is interested in contracting with a vendor that will supply and install one (1) exterior grade open elevator to the east of the building located at 150 Plaza Center in the Town of Secaucus, Hudson County, New Jersey. The lift is to provide access from the proposed sidewalk to the existing timber deck to provide barrier free access at the rear (east) door of the Town facility.

Attached are sketches and basic specifications developed by Boswell Engineering for the scope of work requested under this RFQ. Interested parties are asked to provide information, including responding to the attached cost proposal sheet, in conformity with topics and points as presented in the body of this document and the attached sketches and specifications.

### LOCATION

150 Plaza Center, Secaucus, New Jersey 07094

### TIMETABLE

The site in question may be viewed and the scope of work reviewed with a representative of Boswell Engineering (Attention: Michael J. Kelly, P.E.; E-mail: [mkelly@boswellengineering.com](mailto:mkelly@boswellengineering.com)), who will be the project manager for this project. Final written quotes are to be delivered to Boswell Engineering no later than 5:00 p.m. Friday, April 5, 2019. Hard copy and E-Mail submissions will be accepted.

### SCOPE OF WORK

The scope of work is detailed in the attached sketches prepared by Boswell Engineering. In summary:

- The Contractor shall supply and install one (1) exterior grade open elevator, Model Genesis Opal, standard size, straight through configuration, as manufactured by Garaventa Lift, or approved equal, on a foundation to be constructed by the Owner.
- The Contractor shall submit final shop drawings for the elevator size and mounting requirements to the Owner a minimum of 60 days prior to delivery and installation of the elevator.
- The Owner shall be responsible for all electrical connections, including but not limited to, the service line and call box stations, to be installed in accordance with Elevator Manufacturer's specifications.
- The Owner shall be responsible for modifications to the existing timber deck to accommodate the proposed elevator.

- The Owner shall be responsible for installing the proposed sidewalk.
- The Contractor shall be responsible for obtaining required elevator permits from the Secaucus Building Department, final inspection, testing, and certification of the elevator, after all electrical connections are made.
- The Contractor shall supply all operations and maintenance manuals to the Owner. The Contractor shall be responsible for training the Owner's personnel on the operations and maintenance procedures for the elevator.

#### General Notes

1. All work shall meet current federal, state and municipal code requirements.
2. All work shall be performed in a neat, workmanlike manner.
3. Quotes exceeding \$15,444.00 will be required to pay prevailing wage.

#### Timetable

1. All work to commence within 30 days of the job being awarded to a Vendor. All work to be completed within 60 days of the job being awarded.

#### Warranty

1. The Vendor shall warrant all equipment, materials, labor and workmanship for a minimum of two (2) years. If, during the warranty period, any component constructed or installed under this agreement fails, the Vendor shall install a replacement free of charge.

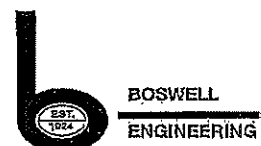
#### OTHER OBLIGATIONS

The Vendor must provide the following prior to commencing work:

- Current and valid **Business Registration Certificate** issued by the Department of the Treasury/Division of Revenue of the State of New Jersey.
- Current and valid **Business Entity Disclosure and Political Disclosure Forms**.
- Current and valid **W-9 Taxpayer ID Number Form**.
- Current and valid **Initial Project Workforce Report (Form AA201)**.
- Current and valid **Construction EEO Compliance Monitoring (Form AA202)**.
- Current and valid **Public Works Contractor Registration**.
- Current and valid **Certificate of Liability Insurance - \$1,000,000.00** comprehensive naming the Town of Secaucus as Certificate Holder.

Quotes exceeding \$15,444.00 will require a completed **Certified Payroll** prior to issuing final payment.

**FAILURE TO THE ABOVE SPECIFICATIONS WILL RESULT IN THE TERMINATION OF THE AGREEMENT**





# BOSWELL ENGINEERING

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330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

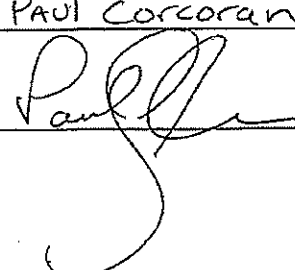
## ESTIMATE

FIRE DEPARTMENT/COMMUNITY BUILDING  
LIFT PROJECT  
150 PLAZA CENTER  
BLOCK 143, LOT 1  
TOWN OF SECAUCUS  
OUR FILE NO. SEC-131

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EXTERIOR GRADE OPEN ELEVATOR	EA	1	X	=
TOTAL					<u>20,690.<sup>00</sup></u>

### ESTIMATE PROVIDED BY

CONTRACTOR: Handi-Lift, Inc.  
 ADDRESS: 730 Garden St.  
Carlstadt, NJ 07072  
 PHONE NUMBER: 201 933 0111  
 FAX NUMBER: 201 933 0050  
 E-MAIL ADDRESS: PCorcoran@Handi-Lift.com  
 CONTACT NAME: Paul Corcoran  
 (PRINT)

SIGNED:  DATE: 3-29-2019

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Raymond Ciecuch, Assistant Superintendent Buildings & Grounds Department (#19000) the following person(s) is hereby appointed to the seasonal part time Laborer position effective May 14, 2019 as follows:

Dulzaides, Francisco (rehire#5031)

\$10.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

\_\_\_\_\_  
Mayor

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

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin O'Connor, Superintendent Public Works Department (#50000) the following persons are hereby appointed to the replacement regular part time Laborer positions effective May 14, 2019 as follows:

Klopping, Lucas (rehire# start date 4/30/19)	\$10.00 / Hour
Paone, Victor F. (transfer from Ice Rink start date 4/30/19)	\$10.00 / Hour
Cavalcante, Patrick (start date TBD)	\$10.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

\_\_\_\_\_  
Mayor

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



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

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

**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 Amanda Nesheiwat, Coordinator Environmental Department (#01004) the following persons are hereby appointed to the seasonal part time Intern positions effective May 14, 2019 as follows:

Mroz, Ava (rehire #5314)	\$10.00 / Hour
Nasir, Sabit (new hire)	\$10.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

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

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin Flaherty, Police Chief, the below person is hereby appointed to a seasonal part time Intern position in the Police Records Bureau Department (**#31002**) effective May 14, 2019 as follows:

Acosta, Catryna (start date TBD) \$10.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

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

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

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING EXECUTION OF AN AGREEMENT FOR MUNICIPAL SERVICES  
FOR TIFFANY COURT CONDOMINIUM ASSOCIATION**

**WHEREAS**, pursuant to the Municipal Services Act, N.J.S.A. 40:67-23.2 *et seq.*, and amendments (collectively the “Act”), qualified private communities within the Town’s boundaries are entitled to receive specified municipal services; and

**WHEREAS**, it is necessary for the Town to enter into a Municipal Services Agreement with Tiffany Court Condominium Association located within the Town of Secaucus under the Act which sets forth the municipal services that the Town will be responsible for and will reimburse for, namely the lighting of qualified streets and roadways and the removal of snow and ice from qualified roadways for the periods 2019 through 2022.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval is given for the Mayor, Town Administrator or his designee to execute an Agreement for Municipal Services with the qualified private community, Tiffany Court Condominium Association for the period of May 1, 2019 to December 31, 2022, including reimbursement for agreed upon prior years; and

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

Adopted: May 14, 2019

**MUNICIPAL SERVICES REIMBURSEMENT AGREEMENT  
FOR TIFFANY COURT CONDOMINIUM ASSOCIATION**

This Municipal Services Reimbursement Agreement (from now on called the "Agreement") is being entered into as of the date of the last signature by a party to this Agreement as established by the dates entered adjacent to the signatures of the parties of this Agreement. This Agreement is being entered into by and between **THE TOWN OF SECAUCUS**, Hudson County, New Jersey, a political subdivision of the State of New Jersey, having its principal office at Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 (from now on called the "Municipality") and **TIFFANY COURT CONDOMINIUM ASSOCIATION**, a non-profit corporation formed under the laws of the State of New Jersey, having its principal office at c/o IMPAC Management, 440 Beckerville Road, Manchester, New Jersey 08759 (from now on called the "Association") with the physical condominium complex located at 741-747 10<sup>th</sup> Street, Secaucus, New Jersey 07094.

**BACKGROUND RECITALS:**

A. Pursuant to the New Jersey Municipal Services Law, N.J.S.A. 40:67-23.2 et. seq., as amended by P.L. 1996, C.6 (from now on collectively called the "Municipal Services Law"), the Municipality is obligated to either: (i) reimburse qualified private communities (as defined by the Municipal Services Law) located within its boundaries for certain services specified by the Municipal Services Law or (ii) provide the specified services within a qualified private community in the same fashion as the Municipality provides such services on public roads and streets within its boundaries. N.J.S.A. 40:67-23.3a.

B. The specified services governed by the Municipal Services Law are:

- (1) Removal of snow, ice and other obstructions from the roads and streets;
- (2) Lighting of the roads and streets, to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment; and
- (3) Collection of leaves and recyclable materials along the roads and streets and the collection or disposal of solid waste along the roads and streets.

C. The Municipal Services Law vests the Municipality with the authority to determine whether it will provide the mandated services or reimburse for same, permits the Municipality to choose to reimburse for some services and provide others and vice versa, and permits the Municipality to vary its choice of reimbursement for services or provision of services from local budget year to local budget year.

D. To the extent the Municipality opts to reimburse rather than provide some or all of the mandated services, the Municipal Service Law provides that the Municipality shall enter into a

written agreement to annually reimburse a qualified private community in an amount not to exceed the cost that would be incurred by the Municipality in providing that (those) services(s) directly. It is the intent of the Municipality and the Association that this Agreement be and is the written reimbursement agreement between them for the Municipality's 2019 through 2022 local budget years (i.e. January 1 through December 31) governing those services covered by the Municipal Services Law that the Municipality has opted to reimburse for rather than provide for the Municipality's local budget years.

E. For the Municipality's 2019 through 2022 budget years (i.e. January 1 through December 31 of each year), the Municipality has opted to provide reimbursement to the Association for the following services mandated by the Municipal Services Law rather than provide the service for same to the Association: (i) removal of snow and ice from the roads and streets; and (ii) lighting of the roads and streets, to the extent of electricity required.

F. The Municipal Services Law mandates that any amount reimbursed by the Municipality to the Association be used by the Association for the mandated service not provided and that such amount be the actual cost to the Association of providing that service, but not to exceed the amount the Municipality would have expended on that service if it were provided directly by the Municipality to the Association.

G. The Municipal Services Law also mandates that any municipal services agreement entered into by and between the Municipality and the Association provide for an accounting by the Association of the use of the money paid over to it by the Municipality as reimbursements and for the refunding to the Municipality of any reimbursement payments in excess of the amounts actually expended or contractually committed by the Association during the accounting period in order to provide the services for which the Municipality has opted to reimburse rather than provide.

H. Collection of leaves (offered) and recyclable materials along the roads and streets and the collection and disposal of solid waste is currently being provided by the Municipality, and the Municipality shall continue to provide those services to the Association in a manner consistent with such collections throughout the Municipality.

#### **AGREEMENT:**

Based upon the background recited above, the Municipality and the Association agree for the period commencing May, 1, 2019 as follows:

#### **ARTICLE I** **DEFINITIONS**

1.01. **General.** The definitions set forth in the Municipal Services Law, N.J.S.A. 40:67-23.2, are hereby incorporated by reference as part of this Agreement as if same were more fully set forth herein.

1.02. "**Association**" as used herein shall mean the Qualified Private Community commonly known as Chateau Gardens at Secaucus Condominium Association, Inc.

1.03. "**Budget Year**" as used herein shall mean the period from January 1 through December 31 inclusive for each of the years covered by this Agreement.

1.04. "**Qualified Private Community**" as used herein shall mean Chateau Gardens at Secaucus Condominium Association, Inc.

1.05. "**Winter Season**" as used herein shall mean the period of months from October through April.

## ARTICLE II

### **ELECTRICITY FOR LIGHTING OF ROADS AND STREETS**

2.01. **Election of Reimbursement Option.** For the Municipality's Budget Years beginning in ~~2019~~, the Municipality hereby elects and agrees to reimburse the Association for the cost of street lighting for four (4) street lights on the private roads and streets of the Qualified Private Community for which the Association is responsible; however, in no event shall the amount of such reimbursement exceed the monetary obligation that the Association actually incurs for that budget period for lighting the private roads and streets within the Qualified Private Community for which the Association is responsible.

2.02. **Municipal Standard.** The Municipality and the Association acknowledge and agree that the Municipality's obligation to provide reimbursement for electricity for lighting of the Qualified Private Community's private roads and streets is in the same fashion as the Municipality provides electricity for lighting of the Municipality's public roads and streets during the same Budget period for which reimbursement is sought. It is agreed that the Municipality will reimburse the Association for the cost of electricity to four (4) street lights at the same rate charged by PSE&G to the Municipality for normal residential usage along public streets.

2.03. **Calculation of Maximum Reimbursement.** Based upon the Municipality's standard for lighting public residential streets and its application to the Qualified Private Community administered by the Association as set forth in the preceding Subsection 2.02, the reimbursements to which the Association shall be entitled shall be determined by calculating the Association's entitlement in calendar components for each calendar month of the Municipality's Budget year pursuant to the following formula:

The normal monthly electrical charge by PSE&G to the Municipality for ~~four (4) residential street fixtures~~ for each month during the budget period shall be added together to determine the reimbursement for the budget period.

Provided, however, that in the event the amount so calculated is greater than the amount that the

Association actually incurs for the cost of electricity for lighting the private roads and streets within the Qualified Private Community for which the Association is responsible, the Municipality's reimbursement obligation shall be equal to the lesser of the two amounts.

2.04. **Administration of Reimbursement.** The administration of the reimbursement for the cost of electricity for lighting roads and streets shall be in accordance with Article IV of this Agreement.

### **ARTICLE III** **CLEARING OF SNOW AND ICE FROM ROADS AND STREETS**

3.01. **Election of Reimbursement Option.** For the Municipality's Budget Years beginning in 2019, the Municipality hereby elects and agrees to reimburse the Association for the cost to clear snow and ice from the private roads and streets located within the Qualified Private Community for which the Association is responsible in the same fashion as the Municipality provides such service along public roads and streets within the Municipality; however, in no event shall the amount of such reimbursement exceed the monetary obligation that the Association actually incurs for that budget period for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible.

3.02. **Municipal Standard.** The Municipality and the Association acknowledge and agree that the Municipality's obligation to provide reimbursement for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible is in the same fashion as the Municipality provides clearing of snow and ice from the Municipality's public roads and streets during the same Budget period for which reimbursement is sought. The Municipality and the Association acknowledge and agree that the Municipality's standard for dispatching equipment for the clearing of snow and ice from public residential streets within the Municipality is based upon the accumulation of two (2) or more inches of snow. The Association also acknowledges that at times the Municipality may dispatch equipment to salt and sand certain problematic or potentially problematic areas of public streets within the Municipality such as, but not limited to, the intersections of public streets before there has been an accumulation of two (2) or more inches of snow. Under such circumstances the Association shall not be entitled to any reimbursement for the costs of such services under the terms of this Agreement unless the Municipality has provided such services under such circumstances to all public residential streets within the Municipality.

3.03. **Application of Municipal Standard.** The Municipality and the Association acknowledge and agree that the Qualified Private Community administered by the Association has 284 of linear feet of roadway subject to the terms of this Agreement relative to reimbursement for the costs of clearing of snow and ice.

3.04. **Calculation of Maximum Reimbursement.** For each Winter Season (calculated from October through April), the Town of Secaucus will establish a rate for the clearing of ice and snow from the Town's public roads and streets during typical dispatch events (a) with two inches (2") or more inches of snow, and (b) with less than two (2) inches of snow where the Municipality has

provided such services under such circumstances to the majority of the public residential streets within the Municipality. This calculation will include the cost of labor, materials and equipment use. A sample calculation is attached as Exhibit A. Based upon the snowfall events during a winter season, a determination will be made as to the cost to clear snow and ice from the qualified community's private roads and streets that would qualify as a public road, measured to be 284 linear feet. Equation factor: Costs Associated with Snow Removal per linear foot of roadway.

Provided, however, that in the event the amount so calculated is greater than the amount that the Association actually incurs for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible, the Municipality's reimbursement obligation shall be equal to the lesser of the two amounts.

3.05. **Administration of Reimbursement.** The administration of the reimbursement for the cost of clearing snow and ice from the eligible private roads and streets within the Qualified Private Community for which the Association is responsible shall be in accordance with Article IV of this Agreement.

#### **ARTICLE IV** **ADMINISTRATION OF REIMBURSEMENTS**

4.01. **General.** The Association acknowledges and agrees that its obligations with regard to establishing entitlement to the reimbursements governed by the Municipal Services Law and this Agreement shall be determined by its adherence to the administrative procedures established in this Article IV. The Municipality acknowledges and agrees that its obligations with regard to payment to the Association of such reimbursements to which the Association is entitled pursuant to the Municipal Services Law and this Agreement shall be governed by the terms of this Article IV.

4.02. **Reimbursement.** The Association shall be entitled to submit a written request to the Municipality for reimbursement for the costs of electricity for lighting of roads and streets as determined pursuant to Article II of this Agreement and for the costs of clearing snow and ice from roads and streets as determined pursuant to Article III of this Agreement. The Municipality may create a specific form or format for such requests. In the event the Municipality does establish such form or format, it shall so advise the Association in the manner herein provided for giving notices and the Association shall be obligated to use such form or follow such format when submitting requests for reimbursements as long as such form or format is reasonable.

At a minimum, any request for reimbursement must include an affidavit setting forth the specific monetary sum that the Association has actually paid and/or become obligated to pay by virtue of an actual issued bill for electricity for the street lighting and/or snow and ice removal from roadways within the Qualified Private Community administered by the Association. Such affidavit must be accompanied by a certified true copy of the issued bill(s) evidencing such charges. In the event the issued bill(s) reflect(s) other charges and/or is in a format that does not clearly segregate the charges for which reimbursement is sought from other charges, the Association shall have the



obligation to secure from the entity issuing the bill such written clarification as shall be necessary to segregate the specific charges for which reimbursement is sought from other charges.

Within twenty (20) business days of its receipt of a request for reimbursement, the Municipality shall make a determination as to whether such request has been submitted in proper form and with all necessary information to be processed for action. If the request is not in proper form or if additional information is required, the Municipality shall give written notice of such circumstances to the Association in the manner herein provided within the aforesaid twenty (20) business day period. Such notice shall specify any deficiencies in the request and/or such additional information as may be required. In the event no notice of deficiency is given to the Association by the Municipality within the aforesaid twenty (20) day period, the request for reimbursement shall be presumed adequate.

Once a proper and complete request for reimbursement has been received by the Municipality, the Municipality shall calculate the Maximum Reimbursement for the service in question to which the Association could be entitled for the Budget period in question in accordance with Sections 2.03 and 3.04 of this Agreement. The Municipality shall then be obligated to pay to the Association and the Association shall be entitled to receive from the Municipality the lesser of the amount reflected in the Association's request for reimbursement or the aforesaid calculated Maximum Reimbursement. Except as otherwise governed by Section 4.03 of this Agreement, the Municipality shall tender a check to the Association for the applicable amount within thirty (30) business days following the regular monthly meeting after the Municipality's receipt of a proper request for reimbursement. Requests for reimbursement shall not be made more often than every three (3) months.

4.03. **Reimbursement for Previous Periods.** Reimbursement for the periods specified below shall be paid by the Municipality to the Association as soon as practicable upon the Municipality's receipt of a proper request for reimbursement and processing of such for payment:

Clearing of Snow for Winter Seasons 2011/2012 through 2013/2014 at the agreed upon reimbursement rate of \$0.0549 per linear foot per inch of snow as set forth in Exhibit B.

Clearing of Snow for Winter Seasons 2014/2015 to 2017/2018 at the agreed upon reimbursement rate calculated by the Town in those respective years per linear foot per inch of snow as set forth in Exhibit B.

Electrical reimbursement for 4 street lights from January 1, 2012 through December 31, 2014 at the current monthly PSE&G rate for the Town as set forth in Exhibit C.

Electrical reimbursement for 4 street lights from January 1, 2015 through December 31, 2017 at the current monthly PSE&G rate for the Town calculated by the Town in those respective years as set forth in Exhibit C.

Upon payment of the reimbursements within the above paragraph, the Town of Secaucus is hereby released from any reimbursement for municipal services prior to May 1, 2019.

4.04. **Association's Obligation for Accounting.** Pursuant to N.J.S.A. 40:67-23.5(c), the

Association shall provide an Accounting of the use of the money paid to it by the Borough. If the accounting shows that the Reimbursement Amount for any service is in excess of the amounts actually expended or contracted for by the Association, said excess shall be refunded to the Borough.

**4.05. Book-Keeping, Inspections and Audits.**

A. The Association agrees to maintain records and books with respect to the Reimbursement Services, which show the actual expenses of and payments by the Association for all items of whatever nature for which reimbursement is authorized hereunder and the specific Reimbursement Services performed under this Agreement.

B. The Association shall cause to be prepared annually, at its sole cost and expense, an accounting statement of expenses for each calendar year that reflects and confirms in detail reasonably satisfactory to the Municipality, the amount of money actually expended by the Association during that calendar year for each of the services covered by this Agreement (but only to the extent such money was paid for services actually provided in that calendar year), and the allocation of the reimbursement payment made by the Municipality to the Association for the specific service in question for each calendar year.

C. The Association Accounting(s) shall be delivered to the Municipality by the Association within sixty (60) calendar days from the date the Association receives its audited financials for the applicable accounting period (i.e. the end of the fiscal year of the Association) or such later date as the Municipality and the Association may deem mutually acceptable.

In the event such accountings shall reflect that the Municipality has reimbursed the Association in excess of the amount to which the Association is entitled under the terms of this Agreement and/or the Municipal Services Law, the Municipality may offset such amount against any then current balance that may be due and owing by the Municipality to the Association for any other service covered by this Agreement. In addition, after any offset as aforesaid, any remaining amount due and owing to the Municipality by the Association shall be paid by the Association to the Municipality within ten (10) business days of the Municipality's notice to the Association of the amount due. Until such balance is paid by the Association to the Municipality, the Municipality shall be entitled, in addition to all other remedies available to it, to recoup such amount by offset against any reimbursement obligations it may have with the Association pursuant to the Municipal Services Law for the calendar year and/or for the Municipality's subsequent Budget Years.

Notwithstanding the provision of Section 4.02 of this Agreement obligating the Municipality to tender reimbursement payment to the Association within twenty (20) business days following the regular business meeting of the Municipality after it's receipt of a proper request for reimbursement, in the event such deadline falls within the time frame within which the Association's most recent fiscal year has ended, but the Association has not provided the Municipality with the accounting required by this Section 4.05 for such fiscal year as of the date that the request for reimbursement is made by the Association to the Municipality, the Municipality

shall not be obligated to pay to the Association and the Association shall not be entitled to receive from the Municipality any reimbursement payment that appears to be due until ten (10) days following the Municipality's receipt of the accounting statement required by this Section 4.05 and then only if such accounting statement confirms the Association's continued entitlement to such reimbursement.

In the event an accounting required by this Section 4.05 reflects that the amount reimbursed or requested for reimbursement to the Qualified Private Community for any of the services covered by this Agreement has exceeded or will exceed the maximum reimbursement calculated as provided in this Agreement, this Section 4.05 of this Agreement shall govern the respective rights and obligations of the Municipality and the Association with regard to any pending and, if appropriate, future request(s) for reimbursement.

**ARTICLE V**  
**MISCELLANEOUS**

5.01. Notices. All notices required or permitted by this Agreement (including requests for reimbursement) shall be in writing. Such notices shall be served as follows:

A. Upon the Association to:

Tiffany Court Condominium Association  
c/o IMPAC Management 440 Beckerville Road  
Manchester, New Jersey 08759

and:

B. Upon the Municipality to:

Michael Marra, Municipal Clerk  
Town of Secaucus Municipal Government Center  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094

and

Town Administrator Gary Jeffas, Esq.  
Town of Secaucus Municipal Government Center  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094

5.02. **Waiver.** No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

5.03. **Invalidity.** If any portion of this Agreement is determined to be illegal or invalid or unenforceable, the remainder of this Agreement shall remain in effect as written.

5.04. **Conflict.** In the event any portion of this Agreement is determined to be in conflict with the Municipal Services Law, the provision(s) of the Municipal Services Law shall govern, it being the intent of the Municipality and the Association that the Association under this Agreement is entitled to receive that to which it is entitled under the Municipal Services Law, but that the Municipality does intend by this Agreement to provide to the Association any more than that to which the Association is mandated to receive pursuant to the Municipal Services Law.

5.05. **Changes to this Agreement.** This Agreement may not be changed unless the change is in writing and signed by both the Municipality and the Association.

5.06. **Captions.** The captions in this Agreement are for convenience only. The captions are not to be considered when interpreting the meaning of any part of this Agreement.

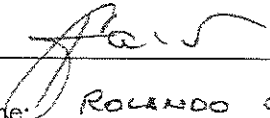
5.07. **Entire Agreement.** This Agreement contains the entire agreement between the Municipality and the Association. Neither party has made any other agreement or promise which is not contained in this Agreement. Representations, understandings, and any prior Agreements shall be without further force or effect.

The Association and the Municipality agree to the terms of this Agreement by signing below. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:  
TOWN OF SECAUCUS

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

**TIFFANY COURT CONDOMINIUM ASSOCIATION**

+   
\_\_\_\_\_  
Name: ROLANDO GARCIA  
Title: PRESIDENT  
Date: 04-15-19



.....

# EXHIBIT B

## TIFFANY COURT

284 LINEAR FEET

Total linear feet in town

172497.60

Winter Season	per linear foot cost	Total inches of snow	total reimbursement per year (per linear foot cost * 284)
2011/2012	\$ 0.0549	11.6	\$ 180.86
2012/2013	\$ 0.0549	22.1	\$ 344.57
2013/2014	\$ 0.0549	60.3	\$ 940.17
2014/2015	\$ 0.0549	39.5	\$ 615.87
2015/2016	\$ 0.0482	31	\$ 424.35
2016/2017	\$ 0.0482	24	\$ 328.53
2017/2018	\$ 0.0373	41.5	439.62
<b>total</b>			<b>\$ 3,273.98</b>

4/1/2019





# EXHIBIT C

TIFFANY COURT

<b>PSE&amp;G</b>			
Jan 2012 to Dec 2014	36		\$ 3,784.32
# lights	4		
Cost per Light	26.28		

<b>PSE&amp;G</b>			
Jan 2015 to Dec 2015	12		\$ 1,216.80
# lights	4		
Cost per Light	25.35		

<b>PSE&amp;G</b>			
Jan 2016 to Dec 2016	12		\$ 1,158.72
# lights	4		
Cost per Light	24.14		

<b>PSE&amp;G</b>			
Jan 2017 to Dec 2017	12		\$ 1,168.80
# lights	4		
Cost per Light	24.35		

Total reimbursement from 2012 to 2017

\$ 7,328.64

updated 4/10/2019

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
FOR APPROVAL OF CHANGE ORDER #1 TO A CONTRACT WITH 4 CLEAN-UP  
INC. FOR 2018 ROAD PROGRAM SCHMIDTS PLACE AND EDNA PLACE,  
FILE 18-104**

**WHEREAS**, the Town of Secaucus has a contract with 4 Clean-Up, Inc., for 2018 Road Program Schmidts Place and Edna Place, File 18-104, under Resolution 2018-229 in the amount of \$238,711.20; and

**WHEREAS**, it has been determined that additional work is needed, including the installation of additional sidewalks, additional driveway restoration, installation of additional concrete curb and landscape restoration, which will increase the total cost by Twenty Thousand Nine Hundred Forty-One Dollars (\$20,941.00); and

**WHEREAS**, there is a need for a Change Order #1 to increase the contract with 4 Clean-Up, Inc., in the amount of \$20,941.00 for the work set forth, which will increase the overall contract amount to Two Hundred Fifty-Nine Thousand Six Hundred Fifty-Two Dollars and 22/100 (\$259,652.20); and

**WHEREAS**, the Chief Financial Officer certifies that there are sufficient funds under account 10-2150-55-70607-001 for said contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Town of Secaucus, County of Hudson, that the above statements are incorporated herein and Change Order #1 for 4 Clean-Up, Inc. for the 2018 Road Program Schmidts Place and Edna Place, File 18-104, in the amount of \$20,941.00 is hereby approved.

Adopted: May 14, 2019

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

10-2150-55-70607-001

Amount \$ 20,941.00

Date 5/8/19

Signed: Nicholas Goldsack



Town of Secaucus

Municipal Government Center
Engineering/District Zoning Department
1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094
Tel: 201-617-5913 | Fax: 201-617-5937
Town Web: www.secaucusnj.gov

May 1, 2019

Gary Jeffas - Town Administrator
Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094-3287

RE: 2018 Road Program Schmidts Place
and Edna Place
Change Order No. 1 Recommendation
Our File# 18-104

Dear Mr. Jeffas:

Please be advised that after the subject contract was awarded and signed, the contractor for the subject project, 4 Clean-Up, was required to perform additional work for project completion. The work included:

- Installation of Additional Concrete Sidewalk - 166 SY
Additional Concrete Driveway Restoration - 53 SY
Installation of Additional Concrete Curb - 115 LF
Additional Landscape Restoration - 431 SY; 44 CY
Less Tree Removals than anticipated - 2 Less Trees Removed

Please see the cost breakdown below:

Table with 4 columns: Item, Original Contract Item Amount, Change Order, New Contract Item Amount. Rows include Concrete Sidewalk, Concrete Driveway, Concrete Vertical Curb, Tree Removal, Topsoil, Borrow Topsoil, Fertilizing and Seeding, and summary rows for ITEM AMOUNT and TOTAL CONTRACT AMOUNT.

This change order represents a total contract increase of \$20,941.00, or approximately 8.77% above the original contract amount. Our office recommends the change order for approval. Should you have any questions regarding the additional work, please do not hesitate to contact our office.

Sincerely,

Jennifer Modi (handwritten signature)

Jennifer Modi, P.E.
Secaucus Town Engineer

CC: Mayor Michael Gonnelli; Michael Marra, Clerk; Nick Goldsack, CFO; Kevin O'Connor, Secaucus DPW; Sandy D'Arzen, Purchasing Agent; Maryam Eldesouki, Admin

v3162

61344

Resolution No. 2018-229

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

**A RESOLUTION TO AWARD THE CONTRACT FOR  
2018 ROAD PROGRAM FOR THE RECONSTRUCTION OF SCHMIDTS PLACE AND  
EDNA PLACE**

**WHEREAS**, on July 12, 2018, the following three (2) bids were received for the 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) 4 Clean – Up, Inc	\$ 238,711.20
2) Cifelli & Son Contracting, Inc	\$ 296,365.00

**WHEREAS**, it has been determined that 4 Clean - Up, Inc. of P.O Box 5098, North Bergen, New Jersey 07047 is the lowest responsible bidder; and

**WHEREAS**, the Chief Financial Officer has determined that there are sufficient funds in the 2018 budget to award this project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the contract for the 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place to 4 Clean – Up, Inc. in an amount not to exceed \$ 238,711.20.

**BE IT FURTHER RESOLVED**, that the Mayor, Town Administrator and/or their designee are hereby authorized to execute any documents regarding the awarding of the contract for the 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place.

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

Adopted: July 24, 2018

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING  
THE PURCHASE OF AN F550 4X4 AND RELATED MATERIALS FROM ROUTE 23  
AUTO MALL**

**WHEREAS**, the Town of Secaucus Department of Public Works has the need to purchase a Ford F550 4x4 to service the Town of Secaucus; and

**WHEREAS**, the Town of Secaucus Department of Public Works, has obtained a quote from Route 23 Auto Mall located in Butler, NJ in the amount of One Hundred Five Thousand One Dollar and 00/100 (\$105,001.00); and

**WHEREAS**, Route 23 Auto Mall holds New Jersey State Contract #17-Fleet-00241; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70608-005.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the purchase of a F550 4x4 Truck and related parts for Route 23 Auto Mall in an amount not to exceed One Hundred Five Thousand One Dollar and 00/100 (\$105,001.00); and

**BE IT FURTHER RESOLVED**, that Route 23 Auto Mall 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 purchase of a Ford F550 4x4 from Route 23 Auto Mall, as described herein; and

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

Adopted: May 14, 2019

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



10-2150-55-70608-005  
Amount \$ 105,001.00 Date 5/14/19

Signed: Nicholas Goldsack

10-2150-55-70608-005

Prepared Bid No Bid Assessment and Checklist

V3641

SECAUCUS 1/29/2019 NJ STATE CONTRACT T-3063 17-FLEET-00241		
2017 NJ STATE CONTRACT 17-FLEET-00241 F550 4X4 VALID 01/27/2017 TO 1/15/2024		
PLEASE ADD OPTIONS TO THE RIGHT AFTER SELECTING OPTION VIA DROP DOWN		
ROUTE 23 AUTOMAL LLC 1301 ROUTE 23 BUTLER, NJ 07409 8437 893 0100		
CONTACT DAVID AMTIGER 908-872-8850 damtiger@automal.com		
CHASSIS OPTIONS		
PLEASE USE DROP DOWN MENU ON RIGHT OF LAST COLUMN TO SELECT		
		59,627.00
44V	6.0 liter gas engine	-4382 -4382
44T	6 speed automatic single overdrive (requires gas engine)	495 398
62R	Pro-Projection	320 290
		INCLUDED
X4H	4.10 limited slip axle (REQUIRES DIESEL 35T)	425 350
35L	4.10 limited slip axle (REQUIRES 35T)	425 350
		INCLUDED
X6L	4.10 limited slip axle	425 350
47S	GVWR 15,000 pounds	-422 -422
68M	GVWR 19,500 (gas engine) double frame	1425 1185
		INCLUDED
T4B	Tires 4 traction 14" and 2 all season front tires	280 280
T0B	Tires 4 traction rear and 2 traction front tires	385 215
37A	Steer tire and wheel mounted same as on chassis	875 875
		INCLUDED
84S	Stainless steel wheel covers set of four mounted on wheels Ford direct	895 480
13S	Chain seat 40/40 split bench seat	140 100
LS	Vinyl 40/40 mini console/40 front seat	485 355
25S	Club 40/40 mini console 40 front seat	495 515
96V	XL value ed player, mp3, 4 speakers, cruise control, chrome bumper	275 535
67H	Power Group (Windows, Door locks, Heated Mirrors, Keyless Entry)	985 920
		INCLUDED
33F	High capacity water flow package (EEM required as well) Chassis Only	835 685
96G	CNG / LPG fuel capable engine	420 315
53T	Engine idle shutdown (optional - not mandatory in New Jersey)	365 290
98R	Operator commanded regeneration (diesel only)	345 250
07A	Dual alternators Diesel only	485 380
21S	4x4 shift on the fly	320 225
65M	28 gallon fuel tank, fuel tank	245 125
65C	Dual diesel fuel tanks 68 gallon capacity 40 gallon 28 gallon mid ship	550 380
43T	Trailer Tow Package (Package must be selected with Tow Command)	330 270
		INCLUDED
40B	6" angular cab steps molded-in motor running boards	395 335
		INCLUDED
47A	Rapid heat supplemental cab heater	225 250
76S	Remote Start (requires 30L)	240 195
51M	SYNC hands free cell phone system hardware (requires 82D)	495 395
82D	Steering wheel audio controls (required with SYNC)	95 70
17E	Chrome front bumper with aerodynamic headlights	160 125
47A	Uplifter Interface Module	295 280.25
37R	7500 lb front axle	450 410
		INCLUDED
17F	XL Decor Package chrome bumper	260 251
32R	Diesel manual regeneration	85 45
V8C	Regular Cab chassis and misc equipment delete	-2688 -2688
		-2,688.00
24H	15,000 GVW GVW Chassis delete from base GVWR 15K	-568
24V	12,000 GVW GVW Chassis delete from base GVWR 12K	-3384
24B	15,000 GVW GVW Package delete from base GVWR 15K	-4804
ZWD	2 WHEEL DRIVE IN LIEU OF 4X4 CHASSIS ONLY	-2739
W8	155 Wheelbase 14" GA	688 488
SALES TAX		
ST2	Hook/R	14,803.00 14,803.00
		14,803.00
ST3	Chopper Hood	4,000.00 4,000.00
		4,000.00
6a	Add (2) LED spot lights at top rear of body	760.00 760.00
		760.00
37E	Stainless steel bumper body	8,047.00 8,047.00
		8,047.00
ST11	Sail Spreader	9,173.00 9,173.00
		9,173.00
37E	Chassis cap Body	3,719.00 3,719.00
		3,719.00
ST12	Base plow	3,934.00 3,934.00
		3,934.00
12a	Weatherstripping plus add	1,851.00 1,851.00
		1,851.00
12e	Rubber cutting edge	598.00 598.00
		598.00
37A	Snowdrift Controls	1,377.00 1,377.00
		1,377.00
ROUTE 23 AUTOMAL IS AN NJ STATE PARTS AND SERVICE CONTRACT VENDOR		
TOTAL COST OF UNIT BASE PRICE AND OPTIONS		
		\$ 105,001.00
PURCHASE ORDER TO: Route 23 Automal, Inc. OR FAX TO 973-818-8572		
CENR 70641-0087 OFFICE 910-838-0444		
options are available in members for additional cost not included in base bid		
NJ STATE CONTRACT 17-FLEET-00241 F550 4X4		
 		
DAVID AMTIGER 908-872-8850 WWW.ROUTE23AUTOMAL.COM		
DAVID AMTIGER 908-872-8850 WWW.ROUTE23AUTOMAL.COM		

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING  
THE AWARD OF A CONTRACT FOR THE ANNUAL MAINTENANCE OF VIDEO  
SURVEILLANCE SYSTEM FOR SECAUCUS ANIMAL SHELTER, DPW, AND  
RECREATION CENTER**

**WHEREAS**, the Town of Secaucus has the need for the annual maintenance of the video surveillance systems located at the Secaucus Animal Shelter, DPW, and Recreation Centers; and

**WHEREAS**, the Town of Secaucus has solicited quotations for this service; and

**WHEREAS**; SHI International, located at 300 Davidson Drive, Somerset, NJ 08873 has submitted a quote providing for the annual maintenance of the video surveillance system for an annual contract price of Seven Thousand Three Hundred Fourteen Dollars and 00/100 (\$7,314.00); and

**WHEREAS**, SHI International was the lowest responsible quote; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11192-069

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the service contract for the Video Surveillance System for the Secaucus Animal Shelter, DPW, and Recreation Center at an amount not to exceed Seven Thousand Three Hundred Fourteen Dollars and 00/100 (\$7,314.00); and

**BE IT FURTHER RESOLVED**, that the term of this contract will for a one (1) year period, with two (2) one (1) year options for renewal; and

**BE IT FURTHER RESOLVED**, that SHI International shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

**BE IT FURTHER RESOLVED**, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the service contract with SHI International for the Maintenance of the Video Surveillance System as described herein; and

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

Adopted: May 14, 2019

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

01 - 2010 00 - 11192 069  
Amount \$ 7,314.00 Date 5/18/19  
Signed: Nicholas Goldsack





Pricing Proposal  
 Quotation #: 16745023  
 Created On: 2/27/2019  
 Valid Until: 2/28/2019

**City of Secaucus**

**Account Executive - SLED**

**Wayne Sabella**  
 1203 Paterson Plank Road  
 Secaucus, NJ  
 United States  
 Phone:  
 Fax:  
 Email: wsabella@secaucus.net

**Kevin Gordon**  
 300 Davidson Drive  
 Somerset, NJ 08873  
 Phone: 800.477.6479  
 Fax:  
 Email: kevin\_gordon@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Annual Maintenance Contract for VSS for Animal Shelter, DPW, & Rec Center Axtel - Part#:	1	\$7,314.00	\$7,314.00
		<b>Total</b>	<b>\$7,314.00</b>

**Additional Comments**

**Video Surveillance Systems Components**

- Licensing & NVR
- Internal & External System Interconnect Cables
- Equipment Mounts

**Administrative Functions**

- Add, modify, & delete system users
- Retrieve & store video surveillance clips
- Provide remote system administration, maintenance, & software upgrades
- Build & maintain standard video configurations
- Help desk support on video surveillance system issues

This agreement is designed to minimize the Animal Shelter, DPW and Recreation Center employees' need to deal with system problems and to provide maximum system availability. Axtel Consulting requires client to designate a primary contact to coordinate any service issues that arise.

This warranty covers all video surveillance system hardware, including cameras, wireless mesh devices installed by Axtel Consulting in all of client's existing locations. If client purchases new hardware that is outside of the current standards or is not part of the original contract associated with this warranty, Axtel Consulting will evaluate the coverage of such items on an individual basis.

All parts and materials will be repaired or replaced by Axtel Consulting. Items not covered under this contract are:

- Additional cabling requirements
- Installation of new equipment not present at service contract inception
- Office relocation
- Proprietary software

**Response Time**

- Network Operation Center online and remote support within two business hours 8x5

- Onsite support within 2 business hours for critical service related issues resulting in a service outage
- All emergency calls are processed and handled immediately
- All non-emergency calls are handled same day if reported by 1pm and by next business day if reported after 1pm

This support agreement includes unlimited telephone and remote support and on-site support for critical service related issues. For any work we are asked and authorized to perform outside the scope of this agreement, we will charge \$99.00 per hour.

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*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*

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

TOWN OF SECAUCUS  
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2020 MODEL YEAR 54  
PASSENGER BLUE BIRD "VISION" SCHOOL BUS WITH HOOVER TRUCK  
CENTER THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW  
JERSEY

WHEREAS, the Town of Secaucus, Department of Public Works is in need of a school bus to service the Town of Secaucus; and

WHEREAS, the Town of Secaucus received a quote from Hoover Truck Center in the amount of One Hundred Twenty-One Thousand Five Hundred Twenty-Three Dollars and 98/100 (\$121,523.98) for 2020 Model Year 54 Passenger Blue Bird "Vision" School Bus and related options; and

WHEREAS, the bus and related options as set forth in the quote submitted by Hoover Truck Center will be procured through The Educational Services Commission of New Jersey (ESCNJ) via Contract No. 18/19-31 School Bus; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the purchase of a 2020 Model Year 54 Passenger Blue Bird "Vision" School Bus and related options in an amount not to exceed One Hundred Twenty-One Thousand Five Hundred Twenty-Three Dollars and 98/100 (\$121,523.98); and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70608-006.

BE IT FURTHER RESOLVED, that Hoover Truck 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 take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: May 14, 2019

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

10-2150-55-70608-006  
Amount \$ 121,523.98 Date 5/18/19  
Signed: Nicholas Goldsack

10-2150-55-70608-006



**Head Office**  
 122 Union Ave Rd  
 Secaucus, NJ 07094  
 201-341-4216  
 Fax: 201-341-0130

**Commission**  
 1504 Boulevard E2  
 Commission NJ 08037  
 908-733-4610  
 Fax: 908-733-4630

**Tom's River**  
 6784 Route 7  
 Suite 200, NJ 08756  
 732-341-2128  
 Fax: 732-341-0054

**Mailing Address**  
 PO Box 715  
 Secaucus, NJ 07094

<http://www.hoovertrucks.com>

7065291

**Secaucus**

**2020 Model Year 54 Passenger Blue Bird "Vision" School Bus  
 with Diesel Engine and Hydraulic Brakes as per Bid Item #8 in  
 the Educational Services Commission of New Jersey  
 Cooperative Bid #ESC NJ 18/19-31 Opened on 10/3/2018**

**Unit Base Price.....\$79,183.00**

**Optional Equipment Additions:**

<u>Blue Bird Feature</u>	<u>Description</u>	<u>MSRP Less 20% Discount As Bi</u>
<b><u>Chassis</u></b>		
07814-00	Loom Protection for Battery Cables, Complete	\$18.64
40051-01	Brake Interlock Hydraulic Brakes	\$2,386.00
40051-05	brake Interlock Control Lift Door	N/C
40051-10	Brake Interlock Paring Hydraulic Brake	\$200.00
40049-01	Brake Dust Shields Front and Rear	\$68.00
40049-03	Right Hand Mounted Parking Brake Safety Lever	\$77.40
40073-02	Performance Friction Brake Rotors	\$1,086.40
40097-04	Tilt/Telescope Steering Column	Standard
40098-01	Cruise Control	Standard
40111-02	Synthetic Transmission Fluid	Standard
40111-08	Extended Life Anti-Freeze	Included
40141-03	Battery Slider Tray	
40134-05	320 amp Alternator, Upgrade Required for A/C	\$840.00
40142-01	Battery Disconnect Switch	\$200.00
40168-01	750 Watt Block Heater	\$180.00
40179-39	CUMMINS Diesel Engine, ISB, 200 HP/520 Ft-Lb	Standard
40241-02	100 Gallon Fuel Tank Mounted BFR in ROH	\$480.00
40280-01	Transmission Temperature Gauge	Standard
40280-02	Ammeter	\$102.80
	Mud & Snow 255/70R22.5	\$500.00
40411-01	Front Tow Hooks	Included
40411-02	Rear Tow Hooks	\$220.00

<del>40411-05</del>	<del>Rear Tow Eyes</del>	<del>\$366.80</del>
<del>40432-08</del>	<del>Aison 2200 PPS Transmission with "PARK"</del>	<del>\$413.80</del>
30865-09	(9) 30" Seats	
	(8) 45" Seats	
30865-09	(1) 30 Track Seat	713..60
<b>30865-11</b>	(1) 39" Track Seat	\$846.30
	3-Point Passenger Seat Belts	Included
	Abigail's Law Camera System, Front and Rear	Included
	Colorado Racking Test	Standard
	Driver Heater/Defrost System, 90,000 BTU	Standard
00989-05	5/8" Marine Grade Plywood Floor, Screwed Down	Included
01485-07	Body Insulation	Standard
02330-03	White Roof	Included
02836-15	3-Point Driver Seat Belt, Orange	Included
30030-26	Safe Fleet Roof Hatches	Included
30060-07	Stepwell Heater, 50,000BTU	Included
30060-21	Rear Heater, 80,000 BTU	Included
30155-01	Driver Dome Light	Included
30331-01	Fused Circuit Protection	Included
31202-29	Tinted Windows	Included
00219-01	Vandal Lock on R.E.D. w/ Starter Interlock	\$253.20
00505-05	Fuel Tank Door; Spring Loaded with Key Lock	\$26.64
02380-01	Smooth Side Panels 16 Gauge	\$620.00
02679-00	Extend Window Rub Rail	\$34.64
03470-10	77" Interior Headroom	Standard
30120-05	LED Fender Mounted Front Directional Lights	\$116.00
30195-12	16 Lamp "Universal" Exterior Light Monitor	Included
30328-02	Full Loom on Body Harness	\$266.80
30337-07	Polyester Insulation	\$166.80
30482-13	Remote Controlled/Heated Rearview Mirrors w/Timer	\$606.40
30484-11	Bell Mount Crossover Mirror Mounting System	Standard
30683-01	Body Fluid Clean Up Kit	\$34.64
30756-02	4" x 6" Certificate Holder	\$26.64
30758-01	4 Wheel Alignment Certification from Blue Bird	No Charge
30797-01	Right Hand Driver's Seat Armrest	\$42.60
30905-05	Console Mounted Compartment with Arm Rest	\$41.40
30940-01	Flat Floor	\$773.25
30960-05	304 Stainless Steel Entrance Door Stepwell	\$706.40
30978-09	Electrically Operated Entrance Door	\$813.60
30981-03	Entrance Door Locking System	\$82.80
31021-68	Covering 30" W/C Aisle	\$700.00
31053-08	Tie Down	\$506.40
31116-06	Rub Rail Lift Door	\$61.40
31160-21	Rubber Studded Entrance Door Step Treads	No Charge
31161-05	Metal Backed Studded Step Treads	\$300.00
30102-15	LED Clearance & Marker Lights	Standard
30103-10	LED ID Lights	Standard
30105-10	LED Intermediate Lights	Standard
30116-05	LED Rear Directionals	\$37.36
30117-32	LED Side / Front Directionals, with Shields	\$146.80
30117-34	LED Side / Rear Directionals, with Shields	\$146.80
30151-05	LED Dome Lights (Requires 30158-03)	\$506.40

30158-04	LED Dual Driver Dome Lights	\$488.80
30173-06	2 Rows of Dome Lights, Switched Front / Rear	\$388.80
30175-03	LED 4" Stop/Tail Lights	\$50.60
30176-03	LED 7" Stop/Tail Lights	\$36.00
30176-09	LED 7" Backup Lights	\$200.00
30192-22	Braun Lift 1000lb	\$6,706.40
30242-04	LED Entrance Door Boarding Light	\$93.20
30260-21	Radio with AM / FM / USB / MP3 / PA	\$580.00
30269-06	Eight (8) Interior Ceiling Speakers	\$173.20
30269-12	Outside Public Address Horn Speaker	\$52.00
30319-05	Light Pilot Amber Lift Door	\$29.31
31044-02	Switch Lift Door Light Auto	N/C
31047-01	Switch Enable Pendent	\$58.60
31048-04	Wiring Interlock Pendent	\$25.36
31051-02	Lift Light Interior	\$68.00
40097-03	All Buses Keyed Alike	\$12.00
06266-01	Premium Undercoating	\$440.00
30384-03	Undercoat Fuel Tank, All Sides	\$253.20
30386-02	Painted Silver Grille for Bus Chassis	\$88.00
30539-01	Blanket Fire	\$106.80
00460-02	Lift Door	\$2,146.40
02841-02	Track W/C Anchorage Longitudinal	\$966.40
31028-10	Covering Floor Rubber	\$346.80
31070-02	Glass Lift Door	\$41.40
30784-43	Left Hand 45" Modesty Panel	\$30.64
30795-10	Heated Driver Seat	\$300.00
30315-01	Wiring For Heated Driver Seat	\$37.36
00575-00	Front Mud Flaps	\$68.00
00586-00	Rear Mud Flaps	\$80.00
00951-00	Rear Mud Flap Extensions	\$20.00
30575-01	First Aid Kit	\$84.00
30905-03	Cup Holder	\$56.00
00163-01	Access Panels for Rear Bulkhead, Right and Left	\$46.60
03183-05	Driver's Side Window Visor	\$36.00
30906-02	Overhead Driver's Storage Compartment w/ Lock	\$160.00
00600-00	Heavy Duty Rubber Fenders at Rear Wheelhouse	\$180.00

**Total MSRP Less 20% of Additions \$28,490.98**

**Aftermarket Additions**

**Cost x 1.2**  
**Markup As Bi**

Fire Suppression System	\$2,850.00
Air Conditioning	\$11,000.00
<b>Total of Aftermarket Additions</b>	<b>\$13,850.00</b>

<b>Base Bid</b>	<b>\$79,183.00</b>
<b>Total MSRP Less 20% of Additions</b>	<b>\$28,490.98</b>
<b>Total of Aftermarket Additions</b>	<b>\$13,850.00</b>
<b>Total Cost of Bus</b>	<b>\$121,523.98</b>

CUSTOMER PAINT REG TITLE AND INSPECT

**Respectfully Submitted,**

**Mike Kelly**  
**Hoover Truck & Bus**  
[mikelly@hoovertruckcenters.com](mailto:mikelly@hoovertruckcenters.com)  
9973) 347-4210  
(973) 632-9853

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

**WHEREAS**, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and,

**WHEREAS**, the Town of Secaucus desires to further the public interest by obtaining a matching grant of \$500,000.00 from the County Trust Fund to fund the following project: Schmidts Woods Park Improvement; and,

**WHEREAS**, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

**WHEREAS**, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

**WHEREAS**, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the above-named project and ensure its completion on or about the project contract expiration date.

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

- I. That it is hereby authorized to submit the above completed project application to the County by the deadline of May 10, 2019, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, Town of Secaucus Town Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That Town of Secaucus Town Council is committed to providing a match for the project in the amount of \$169,108.32; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That the Town of Secaucus Town Council agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

**PROPER SIGNATURES & CERTIFICATION BY MUNICIPAL OFFICERS**



**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that pursuant to the recommendation of the Michael Pero, Superintendent of Recreation (**#81083**) that the below person(s) are hereby appointed as **Coordinators** for the Summer Day Camp Programs and will receive a stipend for all work performed in connection with the programs, inclusive of time spent preparing for the start of the programs and closing out the All-Day Summer Day Camp programs.

**Day Camp**

- Yulisa Proenza (Special Needs) \$7,500 / Stipend

**Game on**

- Lisa Clark (Night Session) \$1,200 / Stipend  
**(Correction on Reso #2019-106)**
  
- Lynn Trautz (Day Session) \$4,500 / Stipend

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 May 14, 2019.

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

\_\_\_\_\_  
Mayor

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

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

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

**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 Recreation Department (#85000) the following person is hereby appointed to the seasonal part time Fitness Attendant position at the Rec Center effective May 14, 2019 as follows:

- Ferrara, Cole \$10.00/ Hour
  
- Marrone, Michael J. \$10.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

---

Town Clerk

Mayor

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

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

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

**A RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY FROM  
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Town of Secaucus seeks to acquire New Jersey Department of Transportation (“NJDOT”) property known as Parcel VXR12A1B of the Route 3, Section 1 project (the “Property”) for the purpose of open space and maintenance of a storm water pipe; and

**WHEREAS**, the NJDOT has agreed to transfer the Property to the Town of Secaucus for the amount of \$1.00 (One Dollar), in accordance with terms set forth in an Agreement to Sell Property for Public Use; and

**WHEREAS**, the Mayor and Council believe the Agreement to be in the Public Interest.

**NOW, THEREFORE, BE IT RESOLVED**, by Mayor and Council that the Mayor, Clerk and/or Town Administrator are hereby authorized to execute the Agreement to Purchase Property for Public Use, attached hereto and made part hereof.

Adopted: May 14, 2019

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS FOR THE  
RECONSTRUCTION OF FRANKLIN STREET**

**WHEREAS**, the Town of Secaucus requires the provision of the Reconstruction of Franklin Street.

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey that the Town Clerk is hereby authorized to advertise for and receive bids from vendors for the provision of the Reconstruction of Franklin Street.

**Adopted: May 14, 2019**

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS FOR THE  
RECONSTRUCTION OF MILLRIDGE ROAD**

**WHEREAS**, the Town of Secaucus requires the provision of the Reconstruction of Millridge Road.

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey that the Town Clerk is hereby authorized to advertise for and receive bids from vendors for the provision of the Reconstruction of Millridge Road.

**Adopted: May 14, 2019**

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

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

**RESOLUTION CONFIRMING COMPLIANCE WITH N.J.S.A. 40A:4-5**

WHEREAS, N.J.S.A. 40A:4-5, as amended by P.L.2017, c. 183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964," *as amended* 42 U.S.C. 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L.2017, c. 183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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 May 14, 2019.

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

\_\_\_\_\_  
Mayor

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

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

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

**RESOLUTION TO READ BUDGET BY TITLE ONLY**

WHEREAS, N.J.S.A. 40A:4-8, as amended by L.2015, c. 95, 14, 2015, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection, and has been made available to each person upon request; and

WHEREAS, these two conditions have been met.

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

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 May 14, 2019.

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

\_\_\_\_\_  
Mayor

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

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, accepts the resignation of Celia Formisano from the position of Secretary of the Zoning Board effective as of April 30, 2019; and

**BE IF FURTHER RESOLVED**, that the annual stipend paid to Celia Formisano for her position as the Zoning Board Secretary will be discontinued effective as of April 30, 2019.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

---

Town Clerk

Mayor

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



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

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

**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 Recreation Department the following persons are hereby appointed to the various summer seasonal part time positions at the **Swim Club (#87000)** effective May 14, 2019 as follows:

**Assistant Managers**

	<b><u>Hourly Rate</u></b>
Carpenter, Chris	\$12.00 / Hour
Flanagan, John	\$12.00 / Hour
Federer, Jonathan	\$14.00 / Hour
Carricarte, Meghan (fill in)	\$14.00 / Hour
Tedeschi, Stephine (fill in)	\$12.00 / Hour

**Head Lifeguards**

	<b><u>Hourly Rate</u></b>
Rodriguez, Gabriel	\$12.00 / Hour
Visaggio, Amanda	\$12.00 / Hour

**Lifeguards**

	<b><u>Hourly Rate</u></b>
Artiles, Sherlyn	\$10.00 / Hour
Black, Trinity	\$10.00 / Hour
Bowers, Emma	\$10.00 / Hour
Buckwalker, Vanessa	\$10.00 / Hour
Casino, Jose	\$10.00 / Hour
Collins, Abby	\$10.00 / Hour
Daley, Megan	\$10.00 / Hour
Dominguez, Greg	\$10.00 / Hour
Eccles, Skylar	\$10.00 / Hour

**Lifeguards (continued)**

Futterer, Kassandra	\$10.00 / Hour
Grewe, Robert	\$10.00 / Hour
Hassan, Najm	\$10.00 / Hour
Hindle, Thomas	\$10.00 / Hour
Iannacone, Rylee	\$10.00 / Hour
Ianuale, Alex	\$10.00 / Hour
Lacap, Joseph	\$10.00 / Hour
Kashian, Natalie	\$10.00 / Hour
Kassa, Lammi (Beyene)	\$10.00 / Hour
Khoe, Sam	\$10.00 / Hour
Khriss, Adam	\$10.00 / Hour
Lee, Serena	\$10.00 / Hour
Martinez, Sebastian	\$10.00 / Hour
Mitchell, Kerry	\$10.00 / Hour
Mollard, Riley	\$10.00 / Hour
Moran, Raine	\$10.00 / Hour
Mosher, Gillian	\$10.00 / Hour
Ngo, Michelle	\$10.00 / Hour
Nicolich, Kayla	\$10.00 / Hour
O'Connell, Brian	\$10.00 / Hour
Otevo, Julian	\$10.00 / Hour
Pacheco, Mary	\$10.00 / Hour
Panameno, Emily	\$10.00 / Hour
Perez, Alyssa	\$10.00 / Hour
Perez, Sabrina	\$10.00 / Hour
Pimentel, Gabriella	\$10.00 / Hour
Raymond, Tyler	\$10.00 / Hour
Sarmiento, Jasmine	\$10.00 / Hour
Schoch, Erin	\$10.00 / Hour
Schwartz, Jodi	\$10.00 / Hour
Ulrich, Kristina	\$10.00 / Hour
Verdud, Danielle	\$10.00 / Hour
Villegas, Paola	\$10.00 / Hour
Virgin, Daniel	\$10.00 / Hour
Woeckener, JP	\$10.00 / Hour

**Custodians**

Ambrosio, Kristen	\$8.85 / Hour
Andrews, Raequan	\$8.85 / Hour
Dragone, Matt	\$8.85 / Hour
Fragliossi, James	\$8.85 / Hour
Mastropierto, Justin	\$8.85 / Hour
Moloughney, Ryan	\$8.85 / Hour
Pascarello, Nicholas	\$8.85 / Hour
Poueriet, Isaac	\$8.85 / Hour
Syracuse, Julia	\$8.85 / Hour
Toman, Matt	\$8.85 / Hour

**Maintenance**

Andriani, Noah	\$10.00 / Hour
Buckel, Arthur	\$10.00 / Hour
Cipriano, Giacomo	\$10.00 / Hour
Ferrara, Joe	\$10.00 / Hour
Francis, Walter	\$10.00 / Hour
Leon, Alex	\$10.00 / Hour
Liccardo, Bobby (Head)	\$10.00 / Hour
Mastropierto, John	\$10.00 / Hour

**Clerical / Gate**

Acomata, Sofia	\$8.85 / Hour
Caliguire, Francesca	\$8.85 / Hour
Campbell, Kayla	\$8.85 / Hour
Castillo, Maria	\$8.85 / Hour
Concepcion, Ariel	\$8.85 / Hour
Concepcion, Amber	\$8.85 / Hour
Dehnert, Amanda	\$8.85 / Hour
Ducusin, Kayla	\$8.85 / Hour
D'Vanzo, Victoria	\$8.85 / Hour
Fasciano, Sammantha	\$8.85 / Hour
Galang, Sabina	\$8.85 / Hour
Gohde, Becky	\$8.85 / Hour
Gohde, Jessica	\$8.85 / Hour
Griffo, Joseph	\$8.85 / Hour

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**Clerical / Gate**  
**(continued)**

Guzman, Destiny	
Halawa, Demi	\$8.85 / Hour
Hensle, Jessica	\$8.85 / Hour
Lowther, Lexi	\$8.85 / Hour
Mazurkiewicz, Carly	\$8.85 / Hour
Peschetti, Gianna	\$8.85 / Hour
Pein, Hunter	\$8.85 / Hour
Pero, Zoey	\$8.85 / Hour
Smith, Shannon	\$8.85 / Hour
Toman, Alyson	\$8.85 / Hour
Torrillo, Cheryl	\$8.85 / Hour
Tringali, Alessandra	\$8.85 / Hour
Williams, Kirsten	\$8.85 / Hour
Zena, Gianna	\$8.85 / Hour
	\$8.85 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 14, 2019.

---

Town Clerk                      Mayor

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