

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - OCTOBER 25, 2022
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

APPROVAL OF MINUTES

Resolution approving the minute of the Regular Meetings of October 13, 2021, October 26, 2021, November 9, 2021 and November 23, 2021

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2022-24: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (For the addition of a handicapped parking space on Fourth Street and the deletion of a handicapped parking spot on Centre Avenue)

Ordinance No. 2022-25: An ordinance amending Chapter 64 of the Code of the Town of Secaucus entitled to update fees for after hour inspections

Ordinance No. 2022-26: An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to update the speed limit on Riverside Station Boulevard

ORDINANCES FOR INTRODUCTION

Ordinance No. 2022-29: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (For the addition of a handicapped parking space on Grace Avenue)

Ordinance No. 2022-30: An ordinance amending Chapter 127A of the Code of the Town of Secaucus entitled "Residential Parking"

RESOLUTIONS (CONSENT AGENDA)

PAYMENT OF CLAIMS

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Marcus Flores of Grappling Industries to use the Recreation Center Basketball Court on March 31 and April 1, 2023 for a Martial Arts Tournament
- 2) Request by Angie Gonzalez of Children's Place to use Mill Ridge Field #1 on November 17 for a Kick-Ball Team Building Event
- 3) Request by Steven Perrotta of the Leonia Board of Education to use the Recreation Center Pool for Leonia High School Swim Team practices from November 1 to March 31, dates and times varying, depending on availability
- 4) Request by John Fraraccio of Hudson County Swim Meet to use the Recreation Center Pool for County Swim Meets on January 16, 2023 and February 2, 3 and 4, 2023

COMMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 10/25/22

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

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

1. A resolution authorizing emergency repair work on an underground water main break to Meadowlands Fire Protection
2. A resolution requesting approval of insertion of \$38,617.03 to the 2022 Budget Revenue available from US Department of Homeland Security 2021 Assistance to Firefighter Grant
3. A resolution requesting approval of balance of \$10,000.00 in the 2022 Budget Revenue available from Sustainable Jersey Grant by PSE&G Foundation
4. Resolution reappointing Amber Maurin to the Regular Part-Time Counselor position for the 2022/2023 school year at the Before and After Care Programs Department, effective November 14, 2022, at the hourly rate of \$13.00
5. Resolution granting an unpaid leave of absence to Evan Barnes while on temporary disability with continued life insurance and for pension purposes, effective November 1, 2022, through January 1, 2023
6. Resolution granting an unpaid leave of absence to Herbert Degenhardt while on State temporary disability for pension and continued life insurance purposes, effective October 28, 2022, through January 5, 2023
7. Resolution appointing Sze Hsu to a Replacement Regular Part-Time position of Dispatcher in the Police Department, effective retroactive to October 18, 2022, at the hourly rate of \$25.00
8. A resolution on behalf of the Town of Secaucus authorizing the sale of abandoned vehicles by the Secaucus Police Department on an online auction website, www.govdeals.com
9. Resolution requesting the rescinding of prior approved resolutions 2022-307, 2022-308 and 2022-352
10. Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (FY 2022 Drug-Free Communities (DFC) Support Program Cost Match - \$125,000.00
11. A resolution requesting approval of insertion of \$42,600.00 to the 2022 Budget Revenue available from US Department of Homeland Security Assistance to Firefighter Grant
12. A resolution requesting approval of insertion of \$20,000.0. to the 2022 Budget Revenue available from NJ Future Stormwater Feasibility Study Grant
13. Resolution requesting approval of insertion of \$145,835.00 in the 2022 Budget Revenue available from CDBG-Senior Bus Project

**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 October 13, 2021, October 26, 2021, November 9, 2021 and November 23, 2021 are hereby approved.

October 25, 2022

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 October 25, 2022.

Town Clerk

Mayor

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. 2022-24

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>
Fourth Street	East	On the east side of Fourth Street, beginning at a point 330 feet north of the northeast corner of Pandolfi Avenue and Fourth Street continuing north for a distance of 20 feet in front of 702 Fourth Street

That the parking space designated for 702 Fourth Street adopted by Ordinance is to be personalized for Placard Number P2375132

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>
Centre Avenue	North	On the north side of Centre Avenue directly in front of 132 Centre Avenue for a distance of 22 feet

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.

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

ORDINANCE NO. 2022-25

**AN ORDINANCE AMENDING CHAPTER 64 OF THE CODE
OF THE TOWN OF SECAUCUS TO UPDATE FEES FOR
AFTER HOUR INSPECTIONS**

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 addresses inspections and Certificates of Continued Occupancy through the Town of Secaucus' Construction Department in the Municipal Code, Chapter 64; and

WHEREAS, the Town of Secaucus' Construction Department conducts Building Code and Certificate of Occupancy inspections in multi-family dwellings in conformance with the state standards in the public interest; and

WHEREAS, the Town of Secaucus' Construction Department performs said inspections after regular business hours as needed and the fees for said inspections are recommended to be updated to cover said costs.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey that the following updates be made to the provisions of §64-3 based upon the recommendation by the Town of Secaucus Construction Department:

1. Chapter 64 of Code of the Town of Secaucus, entitled "Construction Code, Uniform," §64-3 "Fees." is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 64-3. Fees.

...

D.
Fees for After Regular Business Hour Inspections: and Per Diem Construction Code Inspectors. The fees for ~~After Hours~~ Building Code Inspections and Habitability ~~Certificate of Occupancy~~ Inspections **conducted after regular business hours**, of dwellings ~~consisting of four or more dwelling units~~ **and the rate for per diem Construction Code Inspectors** shall be ~~\$37~~ **\$50** per hour, or part thereof.

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 64 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 _____, 2022 and finally adopted by the Mayor and Council on _____, 2022.

Town Clerk

Mayor

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

ORDINANCE NO. 2022-26

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED “VEHICLES AND TRAFFIC” TO UPDATE THE
SPEED LIMIT ON RIVERSIDE STATION BOULEVARD**

WHEREAS, the Mayor and Council recognize that the safety of all motorists, passengers, pedestrians, children, residents and visitors is of utmost importance; and

WHEREAS, the Town enacted §127-1 et seq. to assist in alleviating dangerous situations on the Town’s streets, promote safe passage, address traffic flow, and specify penalties for violations; and

WHEREAS, upon the review and recommendation of the Secaucus Police Department’s Traffic Division, modification of the speed limit on Riverside Station Boulevard Drive to 15 mph is recommended in the interest of public safety in light of the roadway’s purpose, use and traffic volume.

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 §127-43(A) “Schedule X: Speed Limits,” “Limits established” of the Code of the Town of Secaucus. Chapter 127 be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**):

A.

Street	Speed Limit (mph)	Location
...		
Riverside Station Boulevard	15	Entire length

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 _____, 2022 and finally adopted by the Mayor and Council on _____, 2022.

Town Clerk

Mayor

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

ORDINANCE NO. 2022-29

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Grace Avenue	South	On the south side of Grace Avenue beginning at a point 68 feet east of the southeast corner of Schopmann Drive and Grace Avenue continuing east for a distance of 20 feet on the Grace Avenue side of 940 Schopmann Drive

That the parking space designated for 253 Grace Avenue adopted by Ordinance is to be personalized for Placard Number P2206563.

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.

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

ORDINANCE NO. 2022-30

**AN ORDINANCE AMENDING CHAPTER 127A OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED “RESIDENTIAL PARKING”**

WHEREAS, the Mayor and Council recognize that the safe parking of vehicles for all residents, visitors and motorists is of utmost concern; and

WHEREAS, the Town has a residential parking program under §127A-1 et seq. that was developed to alleviate unfavorable parking conditions and address conditions created on residential streets, and

WHEREAS, the Mayor and Council have determined based on resident needs and review by the Secaucus Police Traffic Division that updates are needed to add locations and correctly reflect the zoned areas.

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 127A entitled “Residential Parking,” §127A-5 “Designation of "Parking for Residents Only"/residential parking zones” of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~crossouts~~):

A.
Zone I:

Named Street/Area	Location
Arch Avenue [Added 10-9-12 by Ord. No. 2012-32]	Entire length
...	
Fisher Avenue [Added 10-9-12 by Ord. No. 2012-32]	Entire length
...	
Franklin Street [Added 10-9-12 by Ord. No. 2012-32]	Entire length
...	
Myrtle Avenue [Added 10-9-12 by Ord. No. 2012-32]	Entire length
...	
Poplar Street [Added 10-9-12 by Ord. No. 2012-32]	Entire length

Named Street/Area	Location
...	

B.

Zone II:

Name of Street/Area	Location
...	
Arch Avenue	Entire length
...	
Fisher Avenue	Entire length
Franklin Street	Entire length
Garry Terrace	Entire length
...	
Myrtle Avenue	Entire length
...	
Poplar Street	Entire length
...	

2. Chapter 127A entitled “Residential Parking,” §127A-6 “Time limits nonresidents authorized to park in residential parking zones” of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~crossouts~~):

§ 127A-6 Time limits nonresidents authorized to park in residential parking zones.

(1)

B.

~~It is expressly prohibited for persons living outside a particular residential parking zone to park in such residential parking zone for a period longer than the period of time set forth in Section 127A-6A, unless otherwise exempted herein, or Secaucus residents living outside a particular zone and requesting a Resident Parking Sticker to park in a particular zone and displaying such Sticker in the manner required herein.~~

3. Chapter 127A entitled "Residential Parking," §127A-8 "Criteria and issuance of residential parking permits, visitor permits, business parking permits and other permits" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~crossouts~~):

§ 127A-8 Criteria and issuance pf residential parking permits, visitor permits, business parking permits and other permits..

A.

~~(2)~~

~~Residential parking placard. Each residence located within an area designated as "Parking for Residents Only" shall receive, upon written application, up to two placards which shall state "Visitor" which shall entitle persons displaying such placard to park such vehicle within the zone while visiting the Secaucus resident or family member thereof for whom such placards were issued. (Additional placards must be obtained on an "as needed" basis, as provided herein. See "Temporary Visitor.")~~

~~(3)~~ (2)

...

(4) (3)

...

~~(5)~~ (4)

...

4. Chapter 127A entitled "Residential Parking," §127A-16 "Penalties." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~crossouts~~):

§127A-16 Penalties.

A.

~~Any person violating or failing to comply with any parking provisions of this chapter shall, upon conviction thereof, be punished by a fine of not less than \$15 at the discretion of the Municipal Court. The continuation of such violation for each successive day shall constitute a separate offense.~~

B.

Unless another penalty is expressly provided in §127-5A, Any any person violating or failing to comply with any provision of this chapter, ~~except for parking in violation of this chapter as set forth in the preceding paragraph,~~ shall, upon conviction, thereof, be punished by a fine not exceeding \$1,000, as deemed appropriate by the Secaucus Municipal Court. The continuation of such violation for each successive day shall constitute a separate offense.

5. There are no other changes to this section of the Code of the Town of Secaucus.
6. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
7. 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.
8. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

IT IS FURTHER ORDAINED, that the remainder of this Chapter 127A 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 _____, 2022 and finally adopted by the Mayor and Council on _____, 2022.

Town Clerk

Mayor

Resolution No. _____

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

**A RESOLUTION AUTHORIZING EMERGENCY REPAIR WORK ON AN
UNDERGROUND WATER MAIN BREAK TO MEADOWLANDS FIRE PROTECTION**

WHEREAS, the Town of Secaucus' Department of Public Works had the emergent need for Repair Work for an Underground Water Main Break; and

WHEREAS, Meadowlands Fire Protection located in Secaucus, NJ was readily available and possessed the necessary equipment and staff for the work set forth; and

WHEREAS, N.J.S.A. 40A:11-6 authorizes the award of a contract on an emergent basis where there is a threat to the health, safety and welfare of the public; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11092-082.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the issuance of a contract with Meadowlands Fire Protection for an amount not to exceed Twenty-Three Thousand Eight Hundred Seventy-Five Dollars and 29/100 (\$23,875.29) for the Emergency Repair Work on the Underground Water Main Break that was provided on an emergency basis is hereby ratified; and

BE IT FURTHER RESOLVED, that Meadowlands Fire Protection shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor and/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: October 25, 2022

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 October 25, 2022.

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 October 25, 2022.

Town Clerk

Mayor

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



Invoice: 14294
 Invoice Date: 07/28/22
 Customer PO:
 Phone: 201-864-3580
 Website: www.fgmech.com
 Attention: RAY CIECIUCH

Customer No: 10771

Bill To: TOWN OF SECAUCUS
 1203 PATERSON PLANK ROAD
 SECAUCUS, NJ 07094

Mail To: TOWN OF SECAUCUS
 1203 PATERSON PLANK ROAD
 SECAUCUS, NJ 07094

Description of Work:

Work Order: 10436 SECAUCUS DPW-SERVICE CALL FOR UNDERGROUND BREAK

Service Location: SECAUCUS DPW
 370 SECAUCUS RD
 SECAUCUS, NJ 07094

Scope: 1 EMERGENCY CALL FOR UNDERGROUND BREAK

Cost Type	Description	Price		TOTAL
		Total	Tax Amount	
1	Labor	6,694.66	0.00	6,694.66
5	Material	2,437.14	0.00	2,437.14
7	Subcontract	14,743.49	0.00	14,743.49
		Subtotal		23,875.29
		Total		23,875.29

Meadowlands Fire Protection Corp.
 348 New County Rd
 Secaucus, NJ 07094

To insure proper credit , please pay by invoice number and return with copy of invoice

Resolution No. _____

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

**RESOLUTION REQUESTING APPROVAL OF INSERTION OF \$38,617.03 INTO
THE 2022 BUDGET REVENUE AVAILABLE FROM US DEPARTMENT OF
HOMELAND SECURITY 2021 ASSISTANCE TO FIREFIGHTER GRANT.**

WHEREAS, N.J.S. 40:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Town of Secaucus hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$38,617.03 which item is now available as revenue from the US Dept. of Homeland Security 2021 Assistance to Firefighter Grant.

BE IT FURTHER RESOLVED that a like sum of \$38,617.03 be and the same is hereby appropriated under the caption of US Dept. of Homeland Security 2021 Assistance to Firefighter Grant, and

BE IT FURTHER RESOLVED that the sum of \$3,861.71 representing the amount required for the Town's share of the aforementioned undertaking or improvement appears in the budget of the year 2022 under the caption of Fire Other Expenses. (Sheet 15)

Resolution No. _____

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

**RESOLUTION REQUESTING APPROVAL OF INSERTION OF BALANCE OF
\$10,000.00 INTO THE 2022 BUDGET REVENUE AVAILABLE FROM
SUSTAINABLE JERSEY GRANT BY PSEG FOUNDATION.**

WHEREAS, N.J.S. 40:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Town of Secaucus hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$10,000.00 which item is now available as revenue from SUSTAINABLE JERSEY GRANT BY PSEG FOUNDATION (total grant is \$20,000.00, of which \$10,000.00 is already included in the budget on sheet 9i).

BE IT FURTHER RESOLVED that a like sum of \$10,000.00 be and the same is hereby appropriated under the caption of SUSTAINABLE JERSEY GRANT BY PSEG FOUNDATION (total grant is \$20,000.00, of which \$10,000.00 is already included in the budget on sheet 25).

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation Programs for the Town of Secaucus, the below person is hereby reappointed to the **regular** part time Counselor position for the 2022/ 2023 school year at the Before and After Care Programs Department #81082, effective November 14, 2022, as follows:

<u>Counselors (returning)</u>	<u>Hourly Rate</u>
Maurin, Amber	\$13.00

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 October 25, 2022.

Town Clerk

Mayor

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

RESOLUTION _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below full-time employee is hereby granted an unpaid leave of absence while on temporary disability with continued life insurance and for pension purposes, effective November 1, 2022, as follows:

Barnes, Evan

through 01/01/2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on October 25, 2022

Town Clerk

Mayor

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

RESOLUTION _____ 2022-153 _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus County of Hudson, and State of New Hersey, that the below full-time employee is hereby granted an unpaid leave of absence while on state temporary disability for pension and continued life insurance purposes, effective 10/28/2022 as follows:

Degenhardt, Herbert (Rec Center) through 01/05/2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on October 25, 2022

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 Town Council of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Police Chief the below person is hereby appointed to a replacement regular part-time position of Dispatcher in the Police Department (#31002) effective retroactive to 10/18/2022, as follows:

Hsu, Sze

\$25.00 / 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 October 25, 2022.

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

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

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

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

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

VEHICLE	QUANTITY	VIN #	MIN. BID
2014 MAZDA 6	1	VIN # 1JM1GJ1W63E1139179	\$ 250.00
2003 HONDA Accord	1	VIN # 1JHMCM56633C042240	\$ 250.00
2006 ACURA RL	1	VIN # JH4KB16506C009444	\$ 250.00
2012 TOYOTA RAV 4	1	VIN # 2T3BF4DV3CW201721	\$ 250.00
2002 ACURA TL	1	VIN # 19UUA56672A043966	\$ 250.00
2013 NISSAN Sentra	1	VIN # 3N1AB7AP4DL626326	\$ 250.00
2010 VOLVO S40	1	VIN # YV1390MS4A2499903	\$ 250.00
1998 PLYMOUTH Neon	1	VIN # 1P3ES47CXWD734220	\$ 250.00
2007 HONDA Accord	1	VIN # 1HGCM56427A173078	\$ 250.00
2006 HONDA Odyssey	1	VIN # 5FNRL38446B123575	\$ 250.00
2007 HONDA Civic	1	VIN # 1HGFA16857L045987	\$ 250.00
2010 TOYOTA Highlander	1	VIN # 5TDDK3EH8AS007689	\$ 250.00

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

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

BE IT FURTHER RESOLVED, that the auction for the items listed above will start online on or about November 14, 2022 and end on or about November 21, 2022, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

- a) The vehicles are no longer needed for public use.
- b) The sales will be online at www.GovDeals.com.
- c) The sales are being conducted pursuant to the Division of Local Government Services' Local Finance Notices 2008-9 and 2008-21R.
- d) The vehicles as identified above shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicles can be made by contacting Sgt. Mark Valentino at (201) 330-2060, ext. 3147.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website www.GovDeals.com and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted. The Town of Secaucus may choose to reject all bids pursuant to N.J.S.A. 40A:11-36 (5).
- h) Buyer is solely and fully responsible for all aspects of removal of any purchased items, including loading and transport from Town property and all costs associated with such. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus.

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

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

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

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

Adopted: October 25, 2022

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 October 25, 2022.

Town Clerk

Mayor

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

Resolution No. _____

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

**RESOLUTION REQUESTING THE RESCINDING OF PRIOR
APPROVED RESOLUTIONS**

WHEREAS, Resolutions 2022-307, 2022-308 and 2022-352 were approved by the governing body on September 13, 2022 and October 12, 2022, and,

WHEREAS, the Town of Secaucus has been advised that certain revisions to the resolutions are needed for grant application.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, hereby rescind Resolutions 2022-307, 2022-308 and 2022-352.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify That the above is a true copy of as of October 25, 2022.

Town Clerk

Mayor

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

**TOWN OF SECAUCUS
COUNTY OF HUDSON**

RESOLUTION

**RESOLUTION AUTHORIZING THE INSERTION OF A SPECIAL ITEM OF
REVENUE AND AN APPROPRIATION OF EQUAL AMOUNT**

Council offered and moved adoption of the following resolution:

WHEREAS, THE N.J.S.A. 40A-4-87 PROVIDES THAT THE Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$125,000.00 which item is now available as revenue from:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
DRUG-FREE COMMUNITIES (DFC) SUPPORT PROGRAM**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$250,000.00 be and the same hereby appropriated under the following caption:

**FY 2022 DRUG-FREE COMMUNITIES (DFC) SUPPORT PROGRAM
COST MATCH - \$125,000.00**

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Division of Local Government Services.

Resolution No. _____

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

**RESOLUTION REQUESTING APPROVAL OF INSERTION OF \$42,600.00 THE
2022 BUDGET REVENUE AVAILABLE FROM US DEPT. OF HOMELAND
SECURITY ASSISTANCE TO FIREFIGHTER GRANT.**

WHEREAS, N.J.S.A. 40:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Town of Secaucus hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$42,600.00 which item is now available as revenue from the US Dept. of Homeland Security Assistance to Firefighter Grant; and

BE IT FURTHER RESOLVED that a like sum of \$42,600.00 be and the same is hereby appropriated under the caption of US Dept. of Homeland Security Assistance to Firefighter Grant, and

BE IT FURTHER RESOLVED that the sum of \$4,260.00 representing the amount required for the Town's share of the aforementioned undertaking or improvement appears in the budget of the year 2022 under the caption of Fire Other Expenses. (Sheet 15)

Resolution No. _____

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

**RESOLUTINO REQUESTING APPROVAL OF INSERTION OF \$20,000.00 INTO
THE 2022 BUDGET REVENUE AVAILABLE FROM NJ FUTURE STORMWATER
FEASIBILITY STUDY GRANT**

WHEREAS, N.J.S. 40:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Town of Secaucus hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$20,000.00 which item is now available as revenue from NJ FUTURE STORMWATER FEASIBILITY STUDY GRANT.

BE IT FURTHER RESOLVED that a like sum of \$20,000.00 be and the same is hereby appropriated under the caption of NJ FUTURE STORMWATER FEASIBILITY STUDY GRANT, and

BE IT FURTHER RESOLVED that the sum of \$20,000.00 representing the amount required for the Town's share of the aforementioned undertaking or improvement appears in the budget of the year 2022 under the caption of SEWER SYSTEMS Other Expenses. (Sheet 15a)

Resolution No. _____
TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

**RESOLUTION REQUESTING APPROVAL OF INSERTION OF
\$145,835.00 IN THE 2022 BUDGET REVENUE AVAILABLE FROM
CDBG – SENIOR BUS PROJECT**

WHEREAS, N.J.S.A. 40:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Secaucus, County of Hudson, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of One hundred forty-five thousand eight hundred and thirty-five dollars (\$145,835.00) which item is now available as revenue from the CDBG –Senior Bus Project; and

BE IT FURTHER RESOLVED that a like sum of One hundred forty-five thousand eight hundred and thirty-five dollars (\$145,835.00) be and the same is hereby appropriated under the caption of CDBG –Senior Bus Project.

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated 10/17, 2022, by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: MARCUS FLORES

Organization, if applicable: Grappling Industries

Address:

Phone: 973-311-7309 Email: MARCUS.FLORES@YAHOO.COM

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

1. **FACILITY.** The Town agrees to rent REC center basketball courts located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

March 31, 2023, from 180 am/pm to 930 am/pm

April 1, 2023, from 7 am/pm to 10 am/pm

_____, 20____, from _____ am/pm to _____ am/pm

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

Name of Event: Martial Arts Tournament

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

Tournament + Set up

Number of Attendees: _____

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$3,000 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By Marcos Flores Date 10/18/2022
(Signature of renter)

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

Marcos Flores Phone: 813-361-7309

INTERNAL USE ONLY; DO NOT WRITE BELOW THIS LINE

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

Notes:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2022

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com	
INSURED Grappling Industries Corp. c/o Marcos Flores 2111 South Village Avenue Tampa FL 33612		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3DS5473-M2870502	01/25/2023 12:01 AM	04/01/2023 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
 Attendance: 5000, Event Type: Martial Arts Tournament - Amateur Only.
 Waiver of Subrogation applies per attached CG 24 04 12 19.
 Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER Town of Secaucus 1203 Paterson Plank Road Secaucus NJ 07094		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated 10-1, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Angie Gonzalez
Organization, if applicable: Children's Place
Address: 500 Plaza Drive Secaucus, NJ
Phone: 201-953-6675 Email: agonzalez@childrensplace.com
hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Mullridge Field #1 located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

NOV 17, 2022, from 4 am/pm to 7 am/pm
_____, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

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

Name of Event: Company event

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

Kick-Ball Team Building Event

Number of Attendees: 100

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$225.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By Amyi SS.
(Signature of renter)

Date 10/13/2022

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

Angie Lee Gonzalez (The Children's Place) Phone: (956)222-2348/ (201) 453-6675

INTERNAL USE ONLY; DO NOT WRITE BELOW THIS LINE

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

Notes: Amex company card

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

This Rental Agreement, dated October 7, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Steven Perrotta AED

Organization, if applicable: Leonia Board of Education

Address: _____

Phone: _____ Email: stevenperrotta@leonia.schools.org

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

1. FACILITY. The Town agrees to rent Secaucus Recreation Center Pool located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Dates are attached, 2022, from 5:00 pm am/pm to 6:45 pm am/pm

_____, 20____, from _____ am/pm to _____ am/pm

_____, 20____, from _____ am/pm to _____ am/pm

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

for swim team practice for Leonia High School

no fans or parents are permitted swimmers and coaches only

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

Total Rental Fee for Facility: \$ 250.00 per session

Security Deposit Amount: \$ _____ Due at Agreement Signing

Final Payment / Balance: \$ _____ Due by: _____

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

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

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

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

6. OCCUPANCY. Occupancy of the Facility will be limited to swimmers and coaches persons. All occupancy limits must be complied with throughout the rental period.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter agrees to procure and maintain at their sole cost and expense any insurance required by the Town of Secaucus prior to the Event. The Town reserves the right to request a Certificate of Insurance in which the Town of Secaucus is listed as an additional insured prior to the Event.

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

10. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and employees, participants, vendors/performers, invitees or attendees. This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter. Renter shall be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

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

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

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

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

13. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this

Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

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

By  Date 10/10/22
(Signature of renter)

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

Steven Perrotta Phone: 201-906-3691

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

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

**SECAUCUS RECREATION DEPARTMENT
COVID-19 WAIVER – FACILITY RENTAL**



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

Name: Steven Perrotta
Address: 100 Christie Heights Street, Leonia NJ 07605
Cell Phone: 201-906-3691

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

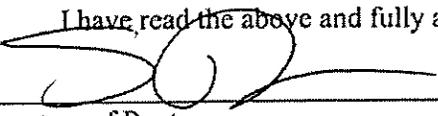
Based on this understanding, please review and acknowledge the following:

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

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

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

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



Signature of Renter

10/10/22

Date

Steven Perrotta

Print Name

Michael Marra

From: Michael Pero
Sent: Thursday, October 13, 2022 1:37 PM
To: Michael Marra
Subject: RE: Pool Rental Request

November 1 thru March 31...dates and times range week to week depending on availability

Michael Pero
Superintendent of Recreation
Town of Secaucus
20 Centre Ave.
Secaucus, NJ 07094
Phone: 201-330-2078
Cell: 201-273-0513

From: Michael Marra <mmarra@secaucus.net>
Sent: Thursday, October 13, 2022 1:33 PM
To: Michael Pero <mpero@secaucus.net>
Subject: RE: Pool Rental Request

I didn't see the list of dates.

Mike Marra

From: Michael Pero <mpero@secaucus.net>
Sent: Thursday, October 13, 2022 1:31 PM
To: Michael Marra <mmarra@secaucus.net>; Katrina Tavaréz <ktavarez@secaucus.net>
Cc: Shannon Waters <swaters@secaucus.net>; Mary Miller <memiller@secaucus.net>
Subject: Pool Rental Request

Mike / Katrina,

See attached
Thks,

Michael Pero
Superintendent of Recreation
Town of Secaucus
20 Centre Ave.
Secaucus, NJ 07094
Phone: 201-330-2078
Cell: 201-273-0513

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

This Rental Agreement, dated October 7, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: John Fraccolo

Organization, if applicable: Hudson County Swim Meet

Address: _____

Phone: _____ Email: jfraccolo@wnyschools.net

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

1. FACILITY. The Town agrees to rent Secaucus Recreation Center Pool located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

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

Monday, January 16, 2023, from 10:00 am/pm to 4:00 am/pm

Thursday, February 2, 2023, from 3:30 am/pm to 8:30 am/pm

Friday, February 3, 2023, from 3:30 am/pm to 8:30 am/pm

Saturday, February 4, 2023 from 10:00 AM to 4:00 PM

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

FOR COUNTY SWIM MEETS

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

Total Rental Fee for Facility: \$ 2,000.00 \$500.00 PER DAY

Security Deposit Amount: \$ _____ Due at Agreement Signing

Final Payment / Balance: \$ _____ Due by: NO LATER THEN MONDAY JAN. 16TH

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

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

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

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

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

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter agrees to procure and maintain at their sole cost and expense any insurance required by the Town of Secaucus prior to the Event. The Town reserves the right to request a Certificate of Insurance in which the Town of Secaucus is listed as an additional insured prior to the Event.

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

10. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and employees, participants, vendors/performers, invitees or attendees. This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter. Renter shall be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

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

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

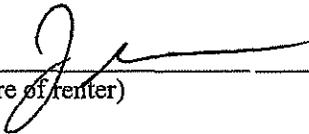
12. CANCELLATION. The security deposit will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of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

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

13. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this

Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

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

By  Date 10-21-22
(Signature of renter)

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

John FRARACCIO Phone: 732-754-2493

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

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

SECAUCUS RECREATION DEPARTMENT
COVID-19 WAIVER – FACILITY RENTAL



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

Name: _____
Address: _____
Cell Phone: _____

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

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

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

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

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

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



Signature of Renter

10-21-22

Date

John FRARACCIO

Print Name

HCIA1 Treasurer

