

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - JUNE 28, 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

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2022-12: Calendar Year 2022 ordinance to exceed the Municipal Budget Appropriation Limits and to establish a CAP Bank

Ordinance No. 2022-13: An ordinance amending Chapter 28 of the Code of the Town of Secaucus entitled "Police Department" to update fees for services

Ordinance No. 2022-14: An ordinance updating Chapter 143 of the Code to reflect current regulations and licensing pertaining to retail food establishments

Ordinance No. 2022-15: An ordinance updating Chapter 141 of the Code to reflect current regulations and licensing pertaining to electronic smoking devices and establishments

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2022-16: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Removal of handicapped parking spots on Franklin Street, Third Street, Centre Avenue and Irving Place and the addition of a handicapped parking spot on Hudson Avenue)

Ordinance No. 2022-17: An ordinance by the Mayor and Council amending the Town of Secaucus Code of Ordinances to repeal "Chapter 76A: Flood Damage Prevention" to adopt a new "Chapter 76A: Flood Plain Management Regulations" to adopt Flood Hazard Maps; to designate a Flood Plan

Administrator; and providing for severability and an effective date

RESOLUTIONS (CONSENT AGENDA)

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

- 1) Application for Raffle Baskets, to be held on September 25, 2022, sponsored by the Secaucus High School PTSA
- 2) Application for an Off-Premise 50/50 to be held on September 25, 2022, sponsored by the Secaucus High School PTSA
- 3) Application for an On-Premise 50/50 to be held on September 25, 2022, sponsored by the Secaucus High School PTSA

BINGO/RAFFLE APPLICATIONS (CONTINUED)

- 4) Application for an Off-Premise 50/50 to be held on December 1, 2022, sponsored by the Secaucus High School PTSA

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Varun Bhat to use Mill Ridge Field #1 on Saturdays and Sundays from June 12 to October 30 for Cricket
- 2) Request by Yvonne Mojena of Miss Yvonne Swim School to use the Secaucus Swim Club from June 20 to September 2 Summer Camp
- 3) Request by Mary Grimshaw to use the Secaucus Swim Club on Thursdays from June 30 to August 25 for Summer Camp
- 4) Request by Jay Mulani to use Mill Ridge Field #1 on Tuesdays and Thursdays from June 9 to September 27 for Volleyball
- 5) Acceptance of resignation of Carla Rojas as a Probationary member of Rescue Co.1/Engine Co. 2
- 6) Acceptance of David Ryan Smentkowski as a Firefighter/Regular Member of Washington Hook & Ladder
- 7) Acceptance of Cristian Muniz-Abraides as a Firefighter/Regular Member of Washington Hook & Ladder
- 8) Acceptance of Jasmine Garcia as a member of Engine Co. 1
- 9) Acceptance of Adam Quinones as a Probationary Firefighter of the Secaucus Volunteer Fire Department
- 10) Acceptance of resignation of Probationary Firefighter Jared Malley in good standing from Engine Co. 3

11)Acceptance of Dylan Formisano as a Probationary
Firefighter of the Secaucus Volunteer Fire Department

COMMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus
CONSENT AGENDA – 6/28/22

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

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

1. Resolution authorizing cancellation of property taxes for totally disabled veteran at 14 Marina Key
2. Resolution authorizing cancellation of property taxes for totally disabled veteran at 352 Centre Avenue
3. A resolution on behalf of the Town of Secaucus authorizing electronic tax sales
4. Resolution clarifying the terms of settlement of the tax appeal regarding Lot 5.041 in Block 18 as set forth on the official tax maps of the Town of Secaucus filed by CPR Meadowlands Parkway, LLC, Ground Lessee and owner of the improvements in a parcel owned by 425 Meadowland Pkwy, LLC, c/o Hartz Mtn.
5. Resolution authorizing the settlement of the tax appeal regarding Lot 2 in Block 118 as set forth on the official tax maps of the Town of Secaucus owned by Meadowlands Plaza III, Inc.
6. A resolution authorizing the award of an emergency contract for the installation of a new roof to New Jersey Roofing Company
7. A resolution on behalf of the Town of Secaucus to extend the contract with Rapid Pump and Meter Service Co., Inc. for pump station repair, maintenance and service
8. A resolution on behalf of the Town of Secaucus authorizing the contract for the purchase of sports uniforms with Spectrum Works
9. A resolution on behalf of the Town of Secaucus authorizing the purchase of firefighter protective clothing and gear from Witmer Public Safety Group, Inc.
10. A resolution to approve Change Order #2 to a contract with AJM Contractors, Inc. for the Front Street Preservation Project
11. A resolution authorizing the purchase of a Police Interceptor SUV from Beyer Ford
12. A resolution authorizing the purchase of a Police Interceptor SUV from Beyer Ford
13. A resolution approving a contract for the provision of fitness equipment for the Recreation Center from Fitness Lifestyles through the Educational Services Commission of New Jersey
14. A resolution to authorize member participation in the Hudson County Cooperative Pricing System
15. Resolution appointing and reappointing Seasonal Part-Time Directors for the Fall Sports Program

16. Resolution appointing Sandra Estevez and Joanne Van Dien as Regular Part-Time Fitness Instructors in the Recreation Center, effective June 28, 2022, each at the rate of \$40.00 per class
17. Resolution rehiring Michael Nardone to Seasonal Part-Time Custodian at the Recreation Center, effective June 6, at the hourly rate of \$11.90
18. Resolution appointing Peter E. Romano, Erik Alonso, Richard Barth and Nikos Eleftherakos as Regular Part-Time Laborers in the Public Works Department, pending the successful completion of background checks and drug screenings, retro to June 14, each at the hourly rate of \$15.00
19. Resolution appointing Reinaldo Perez as a Regular Part-Time Medical Escort Driver, pending the successful completion of a background check and DOT Screening, effective June 15, at the hourly rate of \$14.50 and rehiring Joseph Haslach as a Seasonal Part-Time Medical Escort Driver, effective July 5, at the hourly rate of \$13.00
20. Resolution appointing Rimsha Reem to the Seasonal Part-Time position of Intern in the Environmental Department, effective July 1, at the hourly rate of \$11.90
21. Resolution appointing Ysabel L. Santana as a Probationary Police Officer for the Secaucus Police Department, effective July 11, with a base salary of \$35,000.00
22. Resolution rehiring Brian Devany to the Regular Part-Time Position of Laborer in the Public Works Department, pending the successful completion of a background check and drug screening, retro to June 9, at the hourly rate of \$15.00
23. Resolution appointing Carla Prichinello to the Seasonal Part-Time Meals on Wheels Worker Position in Social Services, effective June 28, at the hourly rate of \$11.90
24. Resolution appointing Bonnie Bentley to the Replacement Regular Part-Time Meals on Wheels Worker Position in Social Services, pending the successful completion of a background check and a drug screening, retro to June 13, at the hourly rate of \$13.00
25. A resolution on behalf of the Town of Secaucus to execute a Memorandum of Understanding with the New Jersey Turnpike Authority for emergency response and reimbursement
26. A resolution on behalf of the Town of Secaucus updating allowance amounts for volunteers of the Secaucus Fire Department pursuant to T.O. 12-21
27. A resolution on behalf of the Town of Secaucus declaring the Police Department's expired ballistic panels as surplus property
28. Resolution for the Governor's Council on alcoholism and drug abuse
29. 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

SECTION 2 - UPON ADOPTION FOR YEAR 2022

Be it Resolved by the COUNCIL MEMBERS of the RESOLUTION TOWN
of SECAUCUS, County of HUDSON that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 46,028,452.08 (Item 2 below) for municipal purposes, and
(b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
(c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.

- (d) \$ 284,986.05 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
(e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
(f) \$ 1,745,226.78 (Item 5 Below) Minimum Library Tax

RECORDED VOTE

(Insert last name)

Ayes

Nays

Abstained

Absent

SUMMARY OF REVENUES

1. General Revenues				
Surplus Anticipated		08-100	\$	4,500,000.00
Miscellaneous Revenues Anticipated		13-099	\$	11,190,253.31
Receipts from Delinquent Taxes		16-499	\$	740,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)		07-190	\$	46,028,452.08
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:				
Item 6, Sheet 42	07-195	\$	-	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-	
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY			\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:				
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191			
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	1,745,226.78	
Total Revenues	13-299	\$	64,203,932.17	

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXX
<u>Within "CAPS"</u>	XXXXXX	XXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 45,751,250.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 6,127,858.00
(g) Cash Deficit	46-885	\$ -
<u>Excluded from "CAPS"</u>	XXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 6,157,234.39
(c) Capital Improvements	44-999	\$ 250,000.00
(d) Municipal Debt Service	45-999	\$ 4,417,589.78
(e) Deferred Charges - Municipal	46-999	\$ -
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 1,500,000.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 64,203,932.17

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2022. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2022 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2022, Michael Marra, Clerk
Signature

TOWN OF SECAUCUS, NEW JERSEY.

ORDINANCE NO. 2022-12

CALENDAR YEAR 2022 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 2022 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 1.0% increase in the budget for said year, amounting to \$475,573.49 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 2022 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 \$1,664,507.22, and that the CY 2022 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.

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 10, 2022 and finally adopted by the Mayor and Council on June 28, 2022.

Town Clerk Mayor

Introduction 5-10-22

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

Adoption 6-28-22

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. 2022-13

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF THE
TOWN OF SECAUCUS ENTITLED "POLICE DEPARTMENT" TO
UPDATE FEES FOR SERVICES

WHEREAS, the Mayor and Council have determined that changes to the Ordinance entitled "Police Department" are warranted based upon the review and recommendation of the Secaucus Police Department upon evaluation of the services provided for extra-duty employment and the associated costs of providing such.

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 Article VII shall be added to Chapter 28, entitled Police Department, of the Code of the Town of Secaucus: (additions are indicated in **bold**):

Article VII Fees Extra-Duty Employment Services

§28-35 Collection of fees for police extra-duty employment services.

The current fees for extra-duty employment services provided by the Secaucus Police Department shall be kept on file in the Town Clerk's Office. Extra-duty employment shall include police related employment not performed during regular duty hours and is conditioned on the actual or potential use of law enforcement powers by a police officer, including but not limited to, traffic details and side jobs paid through the Department. The fee for extra-duty employment shall be paid by the person or entity requesting the services and an itemized invoice shall be provided by the Department.

2. The titles of Chapter 28 entitled Police Department, Article V. Fees for Services, §28-24. Establishment of fees. 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 indicated by ~~strikethroughs~~):

Article V. Fees for Record and Document Services

§ 28-24. Establishment of fees for records and documents.

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 28 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. 2022-14

AN ORDINANCE UPDATING CHAPTER 143 OF THE CODE TO REFLECT
CURRENT REGULATIONS AND LICENSING PERTAINING TO RETAIL
FOOD ESTABLISHMENTS

WHEREAS, the Chapter 143 of the Code of the Town of Secaucus has previously been adopted with amendments, setting licensing requirements and regulations for retail food establishments in the interest of public health; and

WHEREAS, upon the review and recommendation of the Board of Health, the Mayor and Council have determined that updates to this Chapter are needed to reflect updated licensing regulations and fees.

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 provisions of Chapter 143 of the Code entitled "Food Establishments, Retail" shall be amended as follows. (deletions are reflected by ~~crossouts~~; additions are in **bold**).

§ 143-8 Inspections; reinspection fees.

A.

The Board of Health, through its proper representatives, shall inspect, as often as deemed necessary, every retail food establishment in the Town of Secaucus. The person operating a retail food establishment shall permit the Board of Health Inspector reasonable access to all parts of such establishment necessary for the purpose of conducting such inspection.

B.

Any retail food establishment which, upon ~~initial~~ inspection, is rated "conditionally satisfactory" or "unsatisfactory" shall ~~pay~~ **be subject to** a reinspection fee of ~~\$100~~ **\$200**. ~~Failure to pay said fee prior to the reinspection date established by the Department constitutes a violation of this chapter.~~ **One follow-up inspection after the initial application inspection may be done for a minor violation or correction without a fee at the sole discretion of the Board of Health Inspector. Subsequent reinspection(s) deemed necessary by the Health Inspector shall be at a fee of \$200 per inspection. Failure to pay said fee prior to the reinspection date established by the Department constitutes a violation of this chapter.**

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§ 143-13 Violations and penalties.

Notwithstanding any other provision of this chapter establishing penalties for violation thereof, each violation of any provision of this chapter or Chapter 12 of the State Sanitary Code shall constitute a separate offense and shall be punishable by a penalty of not less than ~~\$5-\$50~~ and not more than ~~\$500-\$1,000~~.

2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.
3. 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.
4. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

IT IS FURTHER ORDAINED, that the remainder of this Chapter 143 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. 2022-15

AN ORDINANCE UPDATING CHAPTER 141 OF THE CODE TO REFLECT
CURRENT REGULATIONS AND LICENSING PERTAINING TO ELECTRONIC
SMOKING DEVICES AND ESTABLISHMENTS

WHEREAS, the Chapter 141 of the Code of the Town of Secaucus has previously been adopted with amendments, placing restrictions on smoking in public areas, and setting licensing requirements for establishments that sell electronic smoking devices in the interest of public health; and

WHEREAS, upon the review and recommendation of the Board of Health, the Mayor and Council have determined that updates to this Chapter are needed to reflect updated licensing regulations and fees.

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 provisions of Chapter 141 of the Code entitled "Control of Smoking," Article II "General Prohibitions and Licensing Requirements" shall be amended as follows. (deletions are reflected by ~~crossouts~~; additions are in **bold**).

§ 141-7 Licensing of retail electronic smoking device establishments.

A.

No person shall conduct, maintain or operate a retail electronic smoking device establishment that sells, distributes, or gives electronic smoking devices without first obtaining from the Secaucus Health Department a written license approved to do so. **No more than nine (9) licenses may be issued to operate a retail electronic smoking device establishment within the boundaries of the Town of Secaucus.**

B.

Fees in accordance with the following schedule shall be paid before any license required in this article shall be issued:

(1) Electronic smoking device establishment license: ~~\$1,000.~~ **\$1,200.**

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D. Inspections.

(1) The Board of Health, through its proper representatives, shall inspect, upon initial application and as often as deemed necessary, every retail electronic smoking device establishment in the Town of Secaucus. The person operating a retail electronic smoking device establishment shall permit the Board of Health Inspector reasonable access to all parts of such establishment necessary for the purpose of conducting such inspection.

(2) Any retail electronic smoking device establishment which, upon initial inspection is rated "conditionally satisfactory" or "unsatisfactory" shall be subject to a reinspection fee of \$200. One follow-up inspection after the initial application inspection may be done for a minor violation or correction without a fee at the sole discretion of the Board of Health Inspector. Subsequent reinspection(s) deemed necessary by the Health Inspector shall be at a fee of \$200 per inspection. Failure to pay said fee prior to the reinspection date established by the Department constitutes a violation of this chapter.

~~D. E.~~

...

~~F. G.~~

....

~~G. H.~~

2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.
3. 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.
4. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

IT IS FURTHER ORDAINED, that the remainder of this Chapter 141 of the Code of the Town of Secaucus shall remain in full force and effect.

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2022-16

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 locations:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Franklin Street	East	On the east side of Poplar Street, starting at a point approximately 60 feet north of the of the northeast corner of Franklin Street and Poplar Street continuing north for an additional 22 feet
Third Street	West	On the west side of Third Street, beginning at a point 484 feet south of the southwest corner of Centre Avenue and Third Street continuing south for a distance of 18 feet in front of 707/713 Third Street
Irving Place	West	On the west side of Irving Place, beginning at a point 88 feet south of the northwest corner of Paterson Plank Road and Irving Place continuing south for a distance of 18 feet in front of 773 Irving Place

Centre Avenue	West	On the south side of Centre Avenue directly in front of 369 Centre Avenue for a distance of 22 feet
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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>
Hudson Avenue	West	On the west side of Hudson Avenue, beginning at a point 127 feet north of the northwest corner of Mansfield Avenue and Hudson Avenue continuing north for a distance of 18 feet in front of 675 Hudson Avenue

That the parking space designated for 675 Hudson Avenue adopted by Ordinance is to be personalized for Placard Numbers P2381396 and P2421582.

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 June 28, 2022 and finally adopted by the Mayor and Council on July 26, 2022.

Town Clerk

Mayor

Introduction 6-28-22

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

Adoption 7-26-22

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

**ORDINANCE FOR ADOPTION OF THE FLOODPLAIN MANAGEMENT REGULATIONS
OF THE TOWN OF SECAUCUS**

ORDINANCE NO. 2022-17

AN ORDINANCE BY THE MAYOR AND COUNCIL AMENDING THE TOWN OF SECAUCUS CODE OF ORDINANCES TO REPEAL "CHAPTER 76A. FLOOD DAMAGE PREVENTION" TO ADOPT A NEW "CHAPTER 76A. FLOODPLAIN MANAGEMENT REGULATIONS" TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq. and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Town of Secaucus and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Town of Secaucus was accepted for participation in the National Flood Insurance Program on March 25, 1983 and the Mayor and Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the Town of Secaucus is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the Town of Secaucus is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

WHEREAS, the Town of Secaucus is required, pursuant to N.J.S.A. 58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. These regulations specifically repeal and replace the following ordinance(s) and regulation(s): Chapter 76A. Flood Damage Prevention.

SECTION 101 SCOPE AND ADMINISTRATION

101.1 Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of the Town of Secaucus (hereinafter "these regulations").

101.2 Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 102 of these regulations.

101.3 Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines.
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the Town of Secaucus administer and enforce the State building codes, the Mayor and Council of the Town of Secaucus does hereby acknowledge

that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

101.5 Ordinary Building Maintenance and Minor Work. Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 103.14 of this ordinance.

101.6 Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

101.7 Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

101.8 Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1,500, imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1,500 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

101.8.1 Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

101.9 Abrogation and greater restrictions. These regulations supersede any ordinance in
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effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

SECTION 102 APPLICABILITY

102.1 General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

102.2 Establishment of Flood Hazard Areas. The Town of Secaucus was accepted for participation in the National Flood Insurance Program on date of the first floodplain management ordinance introduction of March 25, 1983.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the Town of Secaucus, Construction Department, 1203 Paterson Plank Road, Secaucus, New Jersey 07094.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled Flood Insurance Study, Hudson County, New Jersey (All Jurisdictions) dated August 16, 2006 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 102.2(1) whose effective date is August 16, 2006 are hereby adopted by reference.

Table 102.2(1)

Map Panel #	Effective Date	Revision Letter	Map Panel #	Effective Date	Revision Letter
34017C0041	8/16/06	D			
34017C0043	8/16/06	D			
34017C0102	8/16/06	D			

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- 2) **Federal Best Available Information.** The Town of Secaucus shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 102.2(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
34017C0037E	12/20/2013		
34017C0038E	12/20/2013		
34017C0039E	12/20/2013		
34017C0041E	12/20/2013		
34017C0043E	12/20/2013		
34017C0102E	12/20/2013		

- 3) **Other Best Available Data.** The Town of Secaucus shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Town of Secaucus. Other "best available information" may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 102.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the "Flood Hazard Area Control Act Design Flood Elevation", as defined in Section 201, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 102.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Hackensack Rv, Cromakill Ck, Bellmans Ck	Q0000002	HR-1, CC-1, BC-1
Cromakill Ck	Q0000004	CC-2

102.3 Establishing the Local Design Flood Elevation (LD FE).

The Local Design Flood Elevation (LD FE) is established in the flood hazard areas determined in Section 102.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 102.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 102.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
 - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
 - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 105.2-3.
- 3) AO Zones – For Zone AO areas on the municipality's FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Floodplain Administrator Designation. The Construction Official is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 107 of these regulations.

103.3 Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

103.4 Duties. The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 102 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 107 of these regulations.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 106 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 107 of these regulations.

- (13) Cite violations in accordance with Section 108 of these regulations.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of the Town of Secaucus have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 102.2.

103.5 Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

103.6 Other permits. It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

103.7 Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 102.2 and 102.3 respectively. This information shall be provided to the Construction Official and documented according to Section 103.15.

103.8 Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

103.9 Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

103.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

103.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

103.11 Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

103.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

103.12 Alterations in coastal areas. The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

103.13 Development in riparian zones All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements

under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

103.14 Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 102.2, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination requires the evaluation of previous permits issued for improvements and repairs over a period of five (5) years prior to the permit application or substantial damage determination as specified in the definition of substantial improvement
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

103.15 Department records. In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in

the floodplain development permit.

103.16 Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

SECTION 104 PERMITS

104.1 Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2 Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Section 105 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

104.3 Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

104.4 Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

104.5 Suspension or revocation. The Floodplain Administrator is authorized to suspend or

revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.

- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

105.3 Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
- (4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.
- (5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

105.4 Submission of additional data. When additional hydrologic, hydraulic or other

engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

106.2 Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

106.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Lowest horizontal structural member.** In V zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 801.2.
- 4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.

106.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

106.5

SECTION 107 VARIANCES

107.1 General. The Zoning Board of Adjustment / Planning Board shall hear and decide requests for variances. The Zoning Board of Adjustment / Planning Board shall base its determination on

technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The Zoning Board of Adjustment / Planning Board has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

107.2 Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

107.3 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

107.4 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

107.5 Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (8) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (9) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

107.6 Conditions for issuance. Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

108.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,500 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

SECTION 201 DEFINITIONS

201.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms

shall have ordinarily accepted meanings such as the context implies.

201.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist,

where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. AREA OF SPECIAL FLOOD HAZARD – see SPECIAL FLOOD HAZARD AREA

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The aerial mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program

(NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 - 3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING— Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 107 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The **Zoning Board of Adjustment** requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved State program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on an Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally

accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – "Solid Waste Disposal" shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as

specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the **AREA OF SPECIAL FLOOD HAZARD**.

START OF CONSTRUCTION – The **Start of Construction is as follows:**

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA)**, this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank

that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place over a 5 year period, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The period of accumulation for determining whether an improvement is a substantial improvement requires a review of all improvements over a 5 year period prior to the date of any proposed improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

SECTION 301 SUBDIVISIONS AND OTHER DEVELOPMENTS

301.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

301.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

SECTION 401 SITE IMPROVEMENT

401.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 105.3(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 105.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 801.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

401.1.1 Prohibited in floodways. The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

401.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

401.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

401.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

401.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

401.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

401.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

SECTION 501 MANUFACTURED HOMES

501.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

501.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 801.2.

501.3 Foundations. All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on permanent, reinforced foundations that are designed in accordance with Section R322 of the Residential Code.

501.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

501.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 801.2.

501.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 801.2 of these regulations.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the

effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 801.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 601 RECREATIONAL VEHICLES

601.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

601.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

601.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 801.2 for habitable buildings.

SECTION 701 TANKS

701.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

SECTION 801 OTHER DEVELOPMENT AND BUILDING WORK

801.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 105.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 102.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 102.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

801.2 Requirements for Habitable Buildings and Structures.

- 1) Construction and Elevation in A Zones not including Coastal A Zones.
 - a. No portion of a building is located within a V Zone.
 - b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
 - c. All new construction and substantial improvement of any habitable building (as defined in Section 201) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE 24, Chapter 7, and be confirmed by an Elevation Certificate.
 - d. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE 24, Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
 - e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
 - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.1(d)ii are met;
 - iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
 - iv. Have openings documented on an Elevation Certificate; and
 - v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C. 7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:

1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;
- f. For new construction or substantial improvements, enclosures shall be less than 295 square feet in size.

801.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

801.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 105.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 107 of this ordinance.

801.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 105.3(1) of these regulations and N.J.A.C. 7:13.

801.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 105.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

801.7 Roads and watercourse crossings.

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 901 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

901.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions

of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

901.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

901.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 1001 UTILITY AND MISCELLANEOUS GROUP U

1001.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

1001.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 102.3.

1001.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 102.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

1001.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 801.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

1001.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 102.3.

1001.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 102.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below

the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect on August 1, 2022.

Resolution No. _____

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

**RESOLUTION AUTHORIZING CANCELLATION OF PROPERTY TAXES
FOR TOTALLY DISABLED VETERAN**

WHEREAS, the Tax Assessor has granted a Disabled Veteran Deduction to Aroch Bolanos who resides at 14 Marina Key, more commonly known as Block 21 Lot 9 Qualifier: C0014, thereby reclassifying this property as tax exempt, and

WHEREAS the 2022 Tax Duplicate reflects second quarter 2022 taxes due on this property, which is now exempt,

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is authorized to cancel/adjust/refund the following property taxes.

2nd Quarter 2022 \$1,570.00

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

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

Resolution No. _____

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

**RESOLUTION AUTHORIZING CANCELLATION OF PROPERTY TAXES
FOR TOTALLY DISABLED VETERAN**

WHEREAS, the Tax Assessor has granted a Disabled Veteran Deduction to Harry Scrudato who resides at 352 Centre Avenue, more commonly known as Block 103 Lot 1, thereby reclassifying this property as tax exempt, and

WHEREAS the 2022 Tax Duplicate reflects second quarter 2022 taxes due on this property, which is now exempt,

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is authorized to cancel/adjust/refund the following property taxes.

2nd Quarter 2022 \$1,270.00

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

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING ELECTRONIC TAX SALES**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, upon the recommendation of the Tax Collector, the Town of Secaucus wishes to participate in electronic tax sales pursuant to N.J.A.C. 5:33-1.1; and

WHEREAS, the rules and regulations require a municipality to provide notice of the tax sales; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of Twenty-five Dollars (\$25.00) for the creation, printing and mailing of any said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Town of Secaucus wishes to charge Twenty-five Dollars and 00/100 (\$25.00) per notice for required notices, which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Tax Collector is authorized to set up and conduct electronic tax sales pursuant to statutory requirements and the regulations set forth by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, by the Mayor and Council for the Town of Secaucus that a fee of Twenty-five Dollars and 00/100 (\$25.00) per notice for required notices be established and is hereby authorized and directed to be charged for each tax sale notice that is sent in conjunction with the 2022 electronic tax sale; and

BE IT FURTHER RESOLVED that the Tax Collector or their designee is hereby authorized to take any action necessary to effectuate said purpose and intent.

Adopted: May 24, 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 June 28, 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 CLARIFYING THE TERMS OF
SETTLEMENT OF THE TAX APPEAL REGARDING LOT
5.041 IN BLOCK 18 AS SET FORTH ON THE OFFICIAL
TAX MAPS OF THE TOWN OF SECAUCUS FILED BY CPR
MEADOWLANDS PARKWAY, LLC, GROUND LESSEE
AND OWNER OF THE IMPROVEMENTS IN A PARCEL
OWNED BY 425 MEADOWLAND PKWY LLC. C/O HARTZ
MTN

WHEREAS, CPR Meadowlands Parkway, LLC, the ground lessee of the real property and owner of improvements located at 425 Meadowlands Parkway, otherwise designated as Lot 5.041 in Block 18 on the official tax maps of the Town of Secaucus, had taken an appeal to the Tax Court of the State of New Jersey from the Assessed Value of said property for the Tax Year 2019; and

WHEREAS, the Parties have agreed to a reduction in the real property's Assessed Values from a total of \$9,888,330 to \$7,695,000 for Tax Years 2019 and 2020; and

WHEREAS, inadvertently the Tax Assessor adjusted the Assessed Value to \$7,898,150 instead of \$7,695,000 for the 2020 Tax Year resulting in a difference of \$203,150; and

WHEREAS, the Town and the Taxpayer agreed to freeze said assessment value for Tax Year 2021 which would result in an over-bill of \$7,658.75 based upon the over-assessment of \$203,150.

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

1. The Assessed Value of the Property located at 425 Meadowlands Parkway and otherwise designated as Lot 5.041 in Block 18 on the official tax maps of the Town of Secaucus shall be adjusted from a total of \$7,898,150 to \$7,695,000 for Tax Years 2020 and 2021.

2. The Town Tax Collector is hereby authorized to issue the Taxpayer a credit against real property taxes due in the amount of \$7,658.75 for Tax Year 2021.

3. This Resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE
TAX APPEAL REGARDING LOT 2 IN BLOCK 118 AS SET
FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN
OF SECAUCUS OWNED BY MEADOWLANDS PLAZA III,
INC.**

WHEREAS, Meadowlands Plaza III, Inc., the owner of real property located at 40 Wood Avenue, otherwise designated as Lot 2 in Block 118 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the Assessed Value of said real property for the Tax Years 2020 and 2021; and

WHEREAS, the Town's assessment for 2020 and 2021 was:

Land:	\$1,120,000
Improvement:	<u>\$5,880,000</u>
Total:	\$7,000,000

WHEREAS, the Taxpayer has agreed to withdraw its Complaint for the 2020 Tax Year; and

WHEREAS, the Parties have agreed to adjust the Assessment Value for Tax Year 2021, as follows:

	Original Assessment	Adjusted Assessment
Tax Year 2021	\$7,000,000	\$6,200,000

WHEREAS, the Parties have further agreed that the total Assessed Value for Tax Year 2022 shall be Five Million (\$5,000,000) Dollars, although this adjustment shall not be reflected in the Tax Court's Judgment; and

WHEREAS, the Town Tax Assessor has agreed to this adjustment in the total Assessment Value on the real property for the subject Tax Years in accordance with the settlement; and,

WHEREAS, as a result of the adjustment to the Assessed Value for Tax Year 2021, Meadowlands Plaza III, Inc. is entitled to a credit against future taxes in the amount of thirty thousand one hundred sixty (\$30,160) dollars; and

WHEREAS, in the event that a credit is due to the Assessed Value for the 2022 Tax Year, the Tax Collector shall calculate same and provide a credit to the Taxpayer for that amount; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to consent to the terms of settlement set forth herein.

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

1. The Taxpayer will withdraw its Complaint for the 2020 Tax Year.
2. The Total Assessment Value of the property located at 40 Wood Avenue (Lot 2, Block 118) (together with the other terms of settlement) for the 2021 Tax Year shall be as follows:

Land:	\$1,120,000
Improvements:	<u>\$5,080,000</u>
Total:	\$6,200,000

3. The Taxpayer shall receive a credit in the amount of thirty thousand one hundred sixty (\$30,160) dollars to be applied against future taxes due.

4. The adjusted tax assessment for the 2022 Tax Year shall be Five Million (\$5,000,000) Dollars. In the event that the Assessed Value adjustment for 2022 results in

a credit in favor of the Taxpayer, the Tax Collector shall calculate same and provide the Taxpayer with a credit against future taxes due.

5. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaims filed in these tax appeal matters for each of the years in which Counterclaims were filed.

6. This Resolution shall take effect immediately or as otherwise provided by law.

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

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE AWARD OF AN EMERGENCY CONTRACT FOR
THE INSTALLATION OF A NEW ROOF TO NEW JERSEY ROOFING COMPANY**

WHEREAS, the Town of Secaucus has determined the emergent need for the Installation of a New Roof for the fourth floor of the Municipal Building located at 1203 Paterson Plank Road; and

WHEREAS, the Secaucus Department of Buildings and Grounds has obtained a quote from New Jersey Roofing Company; and

WHEREAS, New Jersey Roofing Company of Carlstadt, New Jersey has submitted a proposal, providing for the Installation of a New Roof, in the amount of Sixteen Thousand One Hundred Dollars and 00/100 (\$16,100.00); and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70611-007.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the award of an Emergency Contract for the Installation of a New Roof for the second floor of the Municipal Building for an amount not to exceed Sixteen Thousand One Hundred Dollars and 00/100 (\$16,100.00); and

BE IT FURTHER RESOLVED, that New Jersey Roofing Company shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

Adopted: June 28, 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 June 28, 2022.

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



Town of Secaucus

Quote Solicitation Record

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

DEPARTMENT

B&G.

ITEM OR SERVICE

1203 Paterson Plank Rd - 2nd Floor.

Complete this form for all purchase orders that exceed \$6,600

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

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

DATE CALLED:

4/29/22

VENDOR:

N.J. Roofing

ADDRESS/PHONE:

A: 520 Rte 47 South P: 201-446-0474

Carlsbad, N.J. 07072

PRICE:

\$16,100.00

DATE CALLED:

5/2/22

VENDOR:

Empire Roofing

ADDRESS/PHONE:

A: 812 7th St. P: 201-388-6901

Secaucus NJ 07094

PRICE:

\$25,000.00

DATE CALLED:

6/2/22

VENDOR:

J.P. Patti Tecla America

ADDRESS/PHONE:

A: 365 Jefferson St P: 973-478-6200

Saddle Brook NJ 07663

PRICE:

\$53,226.50

Recommended Vendor

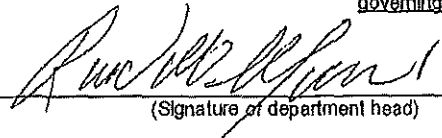
N.J. Roofing

Cost:

\$16,100.00

Comments:

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


(Signature of department head)

Date:

6/15/22

Please ensure to attach all appropriate written quotes and corresponding paperwork.

RESOLUTION NO. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS TO EXTEND THE
CONTRACT WITH RAPID PUMP AND METER SERVICE CO., INC. FOR PUMP
STATION REPAIR, MAINTENANCE, AND SERVICE**

WHEREAS, the Town of Secaucus has the continued need for Pump Station Repair, Maintenance, and Service of Equipment/Apparatus at Various Pump Stations; and

WHEREAS, Rapid Pump and Meter Service Co., Inc. was awarded a two-year contract with two (2) one (1) year extension options, for Pump Station Repair, Maintenance, and Service under Resolution 2019-178; and

WHEREAS, the first one (1) year extension was awarded under Resolution 2021-149; and

WHEREAS, the Town of Secaucus wishes to extend the contract for an additional one (1) year term pursuant to the bid documents; Said extension is the second and final of two (2) one (1) year extension options for this contract; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-31502-069

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the contract extension for the Repair, Maintenance and Service of Equipment/Apparatus at Various Secaucus Pump Stations to Rapid Pump and Meter Service Co., Inc., in an amount not to exceed Eighty-Six Thousand Five Hundred Dollars and 00/100 (\$86,500.00) in accordance with the specifications utilized in connection with the bidding process, for a one (1) year term beginning on June 26, 2022; and

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

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

Date: June 28, 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 June 28, 2022.

Town Clerk

Mayor

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
CONTRACT FOR THE PURCHASE OF SPORTS UNIFORMS WITH SPECTRUM
WORKS**

WHEREAS, the Department of Recreation has the continuing need for the provision of Sports Uniforms for its recreational teams; and

WHEREAS, Spectrum Works of 565 Windsor Drive, Secaucus, New Jersey, has been identified to provide a portion of the Contract with the Town of Secaucus and is identified as a "Sheltered Workshop" as defined by the Internal Revenue Code as an entity that incorporates individuals with autism into its workforce; and

WHEREAS, the Town of Secaucus, Department of Recreation received the attached quotation from Spectrum Works for the provision of Sports Uniform Shirts and other articles for its recreation teams for 2022 and 2023; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-51817

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award a contract to Spectrum Works, a Sheltered Workshop business, to provide a portion of Sports Uniforms pursuant to N.J.S.A. 40A:11-5(1)(n) for a one (1) year period, to begin on June 26, 2022, at an amount not to exceed Twenty-Two Thousand Dollars and 00/100 (\$22,000.00); and

BE IT FURTHER RESOLVED, that the attached quote and Resolution shall constitute the requisite contract in this matter for pricing per item, understanding that actual quantities may be variable as the teams are formed each season, and be kept on file with the Town Clerk; and

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

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

Adopted: June 28, 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 June 28, 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**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE PURCHASE OF FIREFIGHTER PROTECTIVE CLOTHING AND GEAR FROM
WITMER PUBLIC SAFETY GROUP, INC**

WHEREAS, the Town of Secaucus Fire Department has the need to purchase Protective Clothing & Gear for its firefighters; and

WHEREAS, the Town of Secaucus Fire Department has obtained quote #QUO22123 from Witmer Public Safety Group, Inc. of Coatesville, PA in the amount of Forty Thousand Two Hundred Fifty-Two Dollars and 83/100 (\$40,252.83); and

WHEREAS; the Protective Clothing and Gear being offered will be procured under New Jersey State Contracts #17-FLEET-00805, #17-FLEET-00810, and 20-FLEET-01124, as held by Witmer Public Safety Group, Inc.; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21302-090

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the purchase of Protective Gear from Witmer Public Safety Group, Inc. at an amount not to exceed of Forty Thousand Two Hundred Fifty-Two Dollars and 83/100 (\$40,252.83); and

BE IT FURTHER RESOLVED, that Witmer Public Safety Group, Inc. shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

Adopted: June 28, 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 June 28, 2022.

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

Quote#	QUO22123
Date	05/31/2022
Exp. Date	06/30/2022

Bill To:

Attn: Joe Schoendorf
Secaucus Fire Department
1203 Paterson Plank Rd Fl 4
Secaucus, NJ 07094-3226
United States

Ship To:

Attn: Joe Schoendorf
Secaucus Fire Department
1203 Paterson Plank Rd Fl 4
Secaucus, NJ 07094-3226
United States

Turnout Gear

Customer ID	Customer Name	Terms	Sales Rep
11639	Secaucus Fire Department	Net 30	Brendan Houllhan

#	Item Name	Description	Quantity	Unit Price	Amount
1	NJSECA00138	Morning Pride LTO 89IG Tails Structural Firefighting Jacket, Black Secaucus, Town of Fire Dept	11	1,643.03	18,073.33
2	NJSECA00139	Morning Pride LTO 89IG Structural Firefighting Pants Black Secaucus, Town of Fire Dept	11	1,150.78	12,658.58
3	1201420-130W	Globe Men's Supreme 14" Pull-on Structural Boot Size 13 Wide	1	479.25	479.25
4	1201420-125W	Globe Men's Supreme 14" Pull-on Structural Boot Size 12.5 Wide	1	479.25	479.25
5	1201420-120M	Globe Men's Supreme 14" Pull-on Structural Boot Size 12 Medium	1	479.25	479.25
6	1201420-115M	Globe Men's Supreme 14" Pull-on Structural Boot Size 11.5 Medium	1	479.25	479.25
7	1201420-110W	Globe Men's Supreme 14" Pull-on Structural Boot Size 11 Wide	1	479.25	479.25
8	1201420-105W	Globe Men's Supreme 14" Pull-on Structural Boot Size 10.5 Wide	1	479.25	479.25
9	1201420-105M	Globe Men's Supreme 14" Pull-on Structural Boot Size 10.5 Medium	1	479.25	479.25
10	1201420-100M	Globe Men's Supreme 14" Pull-on Structural Boot Size 10 Medium	2	479.25	958.50
11	1201420-090W	Globe Men's Supreme 14" Pull-on Structural Boot Size 9 Wide	1	479.25	479.25
12	120142W-070M	Globe Women's Supreme 14" Pull-on Structural Boot, Size 7 Medium	1	479.25	479.25
13	120142W-065M	Globe Women's Supreme 14" Pull-on Structural Boot, Size 6.5 Medium	1	479.25	479.25

Resolution No. _____

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

**A RESOLUTION TO APPROVE CHANGE ORDER #2 TO A CONTRACT WITH AJM
CONTRACTORS, INC. FOR THE FRONT STREET PRESERVATION PROJECT**

WHEREAS, the Town of Secaucus has a contract with AJM Contractors, Inc. for the Front Street Preservation Project under resolution 2021-126 in the amount of \$501,033.65; and

WHEREAS, Change Oder #1 was approved under Resolution No. 2021-317, which increased the contract to \$551,720.26; and

WHEREAS, it has been determined that additional work is needed, which will increase the total contract cost by Fourteen Thousand Nine Hundred One Dollars and 76/100 (\$14,901.76); and

WHEREAS, there is a need for a Change Order #2 to increase the contract with AJM Contractors, Inc. in the amount of Fourteen Thousand Nine Hundred One Dollars and 76/100 (\$14,901.76), which will increase the overall contract amount to Five Hundred Sixty-Six Thousand Six Hundred Twenty-Two Dollars and 02/100 (\$566,622.02), representing an increase of 13%

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey that the above statements are incorporated herein and Change Order #2 for AJM Contractors, Inc. in the amount of Fourteen Thousand Nine Hundred One Dollars and 76/100 (\$14,901.762) is hereby approved.

Adopted: June 28, 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 June 28, 2022.

Town Clerk

Mayor

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



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07608-1722 • (201) 841-0770 • Fax (201) 841-1831

June 6, 2022

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

Re: Front Street Preservation Project
Estimate No. 4
Town of Secaucus
Hudson County, New Jersey
Our File No, SEC-164

Dear Mr. Jeffas:

Enclosed please find Estimate No. 4, Estimate Certificate and a Purchase Order in the amount of \$28,423.10 for the work performed by AJM Contractors, Inc., for the above referenced project. Also attached is Change Order No. 2 in the amount of \$14,901.76 for signature and processing. The Change Order is based on as-built quantities.

We take no exception to the payment of this Purchase Order for the work completed to date as outlined in the attached estimate.

Please provide our office with the original Estimate Certificate and Change Order and a copy of the Purchase Order once fully executed by the Town. These will be required for submission to the New Jersey Department of Transportation for Grant reimbursement.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL ENGINEERING

Michael J. Kelly, P.E.
Engineer Representative

MJK/as

Enclosures

cc: Sandra D'Arzen, RPPS, QPA, Town of Secaucus Purchasing
Christine Smith, Town of Secaucus Purchasing
Jennifer Modi, P.E., Town Engineer
AJM Contractors, Inc.
Scott Goodman, Boswell Engineering

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER 2
 Division of Local Aid and Economic Development

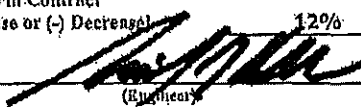
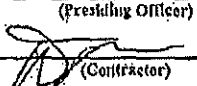
Project Front Street Preservation Project
 Municipality Towns of Secaucus
 County Hudson County, New Jersey
 Contractor AJM Contractors, Inc. 300 Kuller Road, Clifton, New Jersey 07011

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change (Attach additional sheets if required).
 Within Project Limits - Reflect As-Built Quantities, Sinkholes Discovered

Item No.	Description	Quantity (+/-)	Unit Price	Amount
5	Allowance for Police Traffic Directors	1.05	\$25,000.00	\$26,354.04
6	Asphalt Price Adjustment	4.15	\$1,000.00	\$4,152.59
7	Fuel Price Adjustment	3.54	\$400.00	\$1,417.35
14	Inlet, Type A	-2	\$3,500.00	-\$7,000.00
15	Curb Piece	-2	\$350.00	-\$700.00
16	Bicycle Safe Grate	1	\$380.00	\$380.00
17	Reset Existing Casting	4	\$1.00	\$4.00
20	Concrete Driveway, 6" Thick	9	\$88.00	\$792.00
21	Hot Mix Asphalt Driveway, 6" Thick	10	\$40.00	\$400.00
22	Detectable Warning Surface	-0.9	\$175.00	-\$157.50
24	Traffic Markings Lines, 4"	1520	\$0.83	\$1,261.60
26	Reset Gas Valve Box	-5	\$30.00	-\$150.00
27	Reset Water Valve Box	-29	\$30.00	-\$870.00
28	Borrow Topsoil	-22	\$40.00	-\$880.00
31	Straw Mulching	-130	\$0.25	-\$32.50
32	Inlet Filter, Type 1	-475	\$0.10	-\$47.50
S4	DOT Air Void Penalty (2%)	-2015.32	\$1.00	-\$2,015.32
S5	Third Party Repairs of Defective Work	1	-\$7,315.00	-\$7,315.00
S6	Engineering Services 12/10/21	1	-\$692.00	-\$692.00

Amount of Original Contract \$501,033.65
 Previously Amended Amount \$551,720.26
 Adjusted Amount Based on
 Change Order No. 2 \$566,622.02
 % Change in Contract 12%
 (+) Increase or (-) Decrease

Extra \$34,761.58
 Supplemental -\$10,022.32
 Reduction -\$9,837.50
 Total Change \$14,901.76

 6/6/22
 (District Manager) (Date)
 (Presiding Officer)
 5/26/22
 (Contractor) (Date)

Approved: _____
 (District Manager) (Date)
 (Division of Local Aid and
 Economic Development)

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE INTERCEPTOR SUV
FROM BEYER FORD**

WHEREAS, the Town of Secaucus Police Department has the need to purchase three (3) Police Interceptor SUV and related equipment to service Town residents; and

WHEREAS, the Town of Secaucus Police Department has obtained a quote from Beyer Ford of Morristown, NJ, in the amount of Twenty-Two Thousand Two Hundred Eight Dollars and 11/100 (\$22,208.11) per vehicle, for a total cost of Sixty-Six Thousand Six Hundred Twenty-Four Dollars and 32/100 (\$66,624.32); and

WHEREAS; the vehicle and related equipment as provided for in the quote will be procured under New Jersey State contracts #17-FLEET-00719 and 17-FLEET-00761; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21302-092

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 Police Interceptor SUV and related equipment from Beyer Ford at an amount not to exceed Sixty-Six Thousand Six Hundred Twenty-Four Dollars and 32/100 (\$66,624.32); and

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

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

Adopted: June 28, 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 June 28, 2022.

Town Clerk

Mayor

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



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

NJ State Contract Options for Interceptor SUV (17-FLEET-00719)

CVS1012INUT	Havis UPI Console (Angled) (MSRP \$523.24 @ 35% Off)	\$	340.11
CUP2-1001	Havis Armrest (MSRP \$63.50 @ 35% Off)	\$	42.31
C-MD-119	11" Locking Swing Arm (MSRP \$349.07 @ 35% Off)	\$	226.90
DS-PAN-432	CF55 Docking Station (MSRP \$1,373.30 @ 35% Off)	\$	892.65
CG-X	Chargeguard (MSRP \$101.97 @ 35% Off)	\$	66.28
C-USB-2	Dual USB (MSRP \$79.11 @ 35% Off)	\$	51.42
C-MMSU-L	(3) Magnetite Mlc Clip with Side Mount Bracket (\$308.40 @ 35% Off)	\$	200.46

NJ State Contract Options for Interceptor SUV (17-FLEET-00761)

BB2DEDE	Whelen Liberty II WeCanX DUO Lightbar (Per Spec) (MSRP \$8915 @ 89.5% Off)	\$	2,109.08
BK2019ITU20	Sellna Pushbumper w/Trio LED's (MSRP \$1039 @ 46% Off)	\$	883.15
	Upgraded LED's (MSRP \$128 @ 46% Off)	\$	102.82
S30MB	Whelen Lightbar (MSRP \$1471 @ 46% Off)	\$	794.34
VTX609G	(2) Whelen Clear Vertex (MSRP \$250 @ 46% Off)	\$	135.00
AVC23RBC	Whelen TRIO Dual Avenger (MSRP \$514 @ 46% Off)	\$	277.56
00CREGGS	Dome Light (MSRP \$224 @ 46% Off)	\$	120.96
I3JC	Whelen TRIO ION LEDS (Prisoner Window) (MSRP \$424 @ 46% Off)	\$	228.96
ISJC	Whelen TRIO ION LEDS (Rear Quarter Window) (MSRP \$424 @ 46% Off)	\$	228.96
I3JO	Whelen TRIO ION LEDS (License Plate Area) (MSRP \$424 @ 46% Off)	\$	228.96
IONBKT1	License Plate Bracket (MSRP \$36 @ 46% Off)	\$	19.44
RPWT50	Trio Outer Edges (MSRP \$1703 @ 46% Off)	\$	919.62
VTX609R	(2) Whelen Red Vertex (MSRP \$250 @ 46% Off)	\$	135.00
VTX609G	(2) Whelen Clear Vertex (MSRP \$250 @ 46% Off)	\$	135.00
VTXADAPT	Adapler (MSRP \$12 @ 46% Off)	\$	6.48
BS80BT	Rear Trio Inner Edge w/TA (MSRP \$2071 @ 46% Off)	\$	1,118.34
TCRWX5	TRIO WeCanX Tracers LED's (MSRP \$3724 @ 46% Off)	\$	2,010.96
PELOB4	Perimeter Light (MSRP \$230 @ 46% Off)	\$	124.20
RCKR	Rocker Switch	\$	-
C399	CORE Siren Controller (MSRP \$1234 @ 56% Off)	\$	542.96
CCTL6	Control Head (MSRP \$412 @ 56% Off)	\$	181.28
C399K1	CORE OBDII Port Kit (MSRP \$153 @ 46% Off)	\$	82.62
CEM16	Expansion Module (MSRP \$264 @ 46% Off)	\$	137.16
CV2V	V2V Sync Module (MSRP \$328 @ 46% Off)	\$	174.42
SA315P	Whelen 100watt Speaker (MSRP \$359 @ 46% Off)	\$	193.86
SAK66D	Speaker Bracket (MSRP \$45 @ 56% Off)	\$	24.30
ARGES2	Arges Spotlight (MSRP \$797 @ 46% Off)	\$	430.38
ARGCH1	Arges Control (MSRP \$307 @ 46% Off)	\$	166.78
ARG50D	Arges Mount (MSRP \$100 @ 46% Off)	\$	54.00
C-EB40-CCS-1P	Core Control Head Plate	\$	-
C-EB40-WSB-1P	Arges Control Head Plate	\$	-

NJ State Contract Options for Interceptor SUV (17-FLEET-00749)

GK10342UHK	Sellna Dual Gun Rack (MSRP \$489 @ 20% Off)	\$	391.20
PK1130ITU20TM	10 XL Partition (MSRP \$909 @ 20% Off)	\$	727.20
PK0123ITU202ND	12V6 Partition (MSRP \$ 519 @ 20% Off)	\$	415.20
QK083417U20	Transport Seal/ Outboard Bells (MSRP \$899 @ 20% Off)	\$	719.20
TK2307ITU20	E-Z Lift Cargo Deck with Tray (MSRP \$1149 @ 20% Off)	\$	919.20
VP420	Printek Printer, USB Cable, Bracket (MSRP \$872 @ 30% Off)	\$	610.40

Radio	Customer Supplied Modem/Radio/Cradle	\$	-
Graphics	Customer Supplied Graphics	\$	-
Installation	Installation of All Equipment	\$	4,250.00
SOBF2	MNStar Bayer Fleet Wiring Harness	\$	790.00

Date: 5/25/2022

Total	\$	22,208.11
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Total for (3) Vehicles	\$	66,624.32
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Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE INTERCEPTOR SUV
FROM BEYER FORD**

WHEREAS, the Town of Secaucus Police Department has the need to purchase a Police Interceptor SUV and related equipment to service Town residents; and

WHEREAS, the Town of Secaucus Police Department has obtained a quote from Beyer Ford of Morristown, NJ, in the amount of Eleven Thousand Four Hundred Seventy-Three Dollars and 57/100 (\$11,473.57); and

WHEREAS; the vehicle and related equipment as provided for in the quote will be procured under New Jersey State contracts #17-FLEET-00719 and 17-FLEET-00761; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21302-092

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 Police Interceptor SUV and related equipment from Beyer Ford at an amount not to exceed Eleven Thousand Four Hundred Seventy-Three Dollars and 57/100 (\$11,473.57); and

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

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

Adopted: June 28, 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 June 28, 2022.

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



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

NJ State Contract Options for Interceptor SUV (17-FLEET-00719)

CVS1012INUT	Havis UPI Console (Angled) (MSRP \$523.24 @ 35% Off)	\$	340.11
CUP2-1001	Havis Armrest (MSRP \$63.50 @ 35% Off)	\$	42.31
C-MD-119	11" Locking Swing Arm (MSRP \$349.07 @ 35% Off)	\$	226.90
DS-PAN-432	CF55 Docking Station (MSRP \$1,373.30 @ 35% Off)	\$	892.65
CG-X	Chargeguard (MSRP \$101.97 @ 35% Off)	\$	66.28
C-USB-2	Dual USB (MSRP \$79.11 @ 35% Off)	\$	51.42
C-MMSU-L	(3) Magnetico Mic Clip with Side Mount Bracket (\$308.40 @ 35% Off)	\$	200.46

NJ State Contract Options for Interceptor SUV (17-FLEET-00761)

BSFW608	Whelen DUO FST Inneredge (MSRP \$1641 @ 46% Off)	\$	886.14
VTX609C	(2) Whelen Clear Vertex (MSRP \$250 @ 46% Off)	\$	135.00
60CREGCS	Dome Light (MSRP \$224 @ 46% Off)	\$	120.96
I3JC	Whelen TRIO ION LEDS (Grille) (MSRP \$424 @ 46% Off)	\$	228.96
I8JC	Whelen TRIO ION LEDS (Rear Quarter Window) (MSRP \$424 @ 46% Off)	\$	228.96
I3JC	Whelen TRIO ION LEDS (License Plate Area) (MSRP \$424 @ 46% Off)	\$	228.96
IONBKT1	License Plate Bracket (MSRP \$36 @ 46% Off)	\$	19.44
VTX609R	(2) Whelen Red Vertex (MSRP \$250 @ 46% Off)	\$	135.00
VTX609C	(2) Whelen Clear Vertex (MSRP \$250 @ 46% Off)	\$	135.00
VTXADAPT	Adapter (MSRP \$12 @ 46% Off)	\$	6.48
BS508T	Rear Tilt Inner Edge w/TA (MSRP \$2071 @ 46% Off)	\$	1,118.34
RCKR	Rocker Switch	\$	-
C399	CORE Siren Controller (MSRP \$1234 @ 66% Off)	\$	542.96
CCTL8	Control Head (MSRP \$412 @ 56% Off)	\$	181.28
C399K1	CORE OBDII Port Kit (MSRP \$153 @ 46% Off)	\$	82.62
CEM16	Expansion Module (MSRP \$254 @ 46% Off)	\$	137.16
CV2V	V2V Syno Module (MSRP \$323 @ 46% Off)	\$	174.42
SA315P	Whelen 100watt Speaker (MSRP \$369 @ 46% Off)	\$	193.86
SAK68D	Speaker Bracket (MSRP \$45 @ 56% Off)	\$	24.30
C-EB40-CGS-1P	Core Control Head Plate	\$	-
C-EB40-WSB-1P	Arges Control Head Plate	\$	-

NJ State Contract Options for Interceptor SUV (17-FLEET-00749)

TK2307ITU20	E-Z Lift Cargo Deck with Tray (MSRP \$1149 @ 20% Off)	\$	919.20
RF07010052Q	Ford XLT Retail Front Grill	\$	392.99
FRD-164-R8198	Ford Aftermarket Remote Start	\$	159.90
LB5Z-7813300-AA	Ford Front and Rear All-Weather Rubber Floor Mats	\$	151.52
Tint	Tint Front (2) Windows to Match Rear & Windshield Strip	\$	195.00
Radio	Customer Radio	\$	-
Installation	Installation of All Equipment	\$	2,465.00
SOBP2	MNStar Beyer Fleet Wiring Harness	\$	790.00

Date: 5/25/2022

Total \$ 11,473.57

Resolution No. _____

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

**A RESOLUTION APPROVING A CONTRACT FOR THE PROVISION OF FITNESS
EQUIPMENT FOR THE RECREATION CENTER FROM FITNESS LIFESTYLES THROUGH
THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

WHEREAS, the Town of Secaucus Recreation Department has the need to purchase Fitness Equipment for the Recreation Center, a public property utilized by residents; and

WHEREAS, the Town of Secaucus Recreation Department has obtained a quote from Fitness Lifestyles of Neptune, NJ in the amount of Twenty-Two Thousand Three Hundred Three Dollars and 20/100 (\$22,303.20); and

WHEREAS; the Fitness Equipment as set forth in the quote submitted by Fitness Lifestyles will be procured through The Educational Services Commission of New Jersey (ESCNJ) via Contract No. 21/22-10 Athletic Equipment & Supplies; 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; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70611-001

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 Provision of Fitness Equipment from Fitness Lifestyles at an amount not to exceed Twenty-Two Thousand Three Hundred Three Dollars and 20/100 (\$22,303.20); and

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

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

Adopted: June 28, 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 June 28, 2022.

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

FITNESS LIFESTYLES

New Jersey State Approved Coop #65MCESCCPS

 37 ROUTE 35
 NEPTUNE NJ 07753
 800-553-4863

Page # 1

BILL TO:

 Township of Secaucus
 1203 Paterson Plank Road
 Secaucus NJ 07094

BID # APPROVAL: ESCNJ 21/22-10

 QUOTE # 61022-A
 DATE: 5/10/2022
 TERMS: PURCHASE ORDER
 CUSTOMER #: 21971
 CONTACT NAME: Mary Miller
 PH:
 EMAIL:

SHIPPED TO:

 Secaucus Rec Center
 1200 Koelle Blvd
 Secaucus NJ 07094

QTY	ITEM#	DESCRIPTION	BRAND	MSRP	CO-OP %	CO-OP DISCOUNT	FINAL COST EA	EXTENDED COST
1	P859	SEATED LEG CURL	SPORTSART	\$4,295.00	30%	\$1,288.50	\$3,006.50	\$3,006.50
1	P857	SEATED LEG EXTENSION	SPORTSART	\$3,995.00	30%	\$1,198.50	\$2,796.50	\$2,796.50
1	DF301	LEG PRESS	SPORTSART	\$5,095.00	30%	\$1,528.50	\$3,566.50	\$3,566.50
1	P725	TRICEP EXTENSION	SPORTSART	\$3,695.00	30%	\$1,108.50	\$2,586.50	\$2,586.50
4	34050	2.5LB RUBBER HEX DUMBBELL	YORK	\$6.00	30%	\$1.80	\$4.20	\$16.80
6	34051	5LB RUBBER HEX DUMBBELL	YORK	\$12.00	30%	\$3.60	\$8.40	\$50.40
4	34052	7.5 LB RUBBER HEX DUMBBELL	YORK	\$18.00	30%	\$5.40	\$12.60	\$50.40
6	34053	10LB RUBBER HEX DUMBBELL	YORK	\$24.00	30%	\$7.20	\$16.80	\$100.80
6	34055	15 LB RUBBER HEX DUMBBELL	YORK	\$36.00	30%	\$10.80	\$25.20	\$151.20
4	34057	20 LB RUBBER HEX DUMBBELL	YORK	\$48.00	30%	\$14.40	\$33.60	\$134.40
4	34059	25LB RUBBER HEX DUMBBELL	YORK	\$60.00	30%	\$18.00	\$42.00	\$168.00
4	34061	30 LB RUBBER HEX DUMBBELL	YORK	\$72.00	30%	\$21.60	\$50.40	\$201.60
4	34062	35LB RUBBER HEX DUMBBELL	YORK	\$84.00	30%	\$25.20	\$58.80	\$235.20
4	34063	40 LB RUBBER HEX DUMBBELL	YORK	\$96.00	30%	\$28.80	\$67.20	\$268.80
4	34064	45LB RUBBER HEX DUMBBELL	YORK	\$108.00	30%	\$32.40	\$75.60	\$302.40

Equipment Subtotal

\$13,636.00

Freight/Delivery Included With Co-op Contract

\$0.00

Assembly/Installation- See Page 2

\$0.00

Sales Tax - Exempt

\$0.00

SALES CONTACT

 Ric Flagg, VP Sales
 732-775-1630 x31
 732-539-9313 -Mobile
 rflagg@fitnesslifestyles.com

MAKE ALL CHECKS PAYABLE TO:
 Fitness LifeStyles Inc.
 Attn: Accounts Receivable
 37 Route 35
 Neptune NJ 07753

\$13,636.00

FITNESS LIFESTYLES

New Jersey State Approved Coop #65MCESCCPS

 37 ROUTE 35
 NEPTUNE NJ 07753
 800-553-4863

Page # 2

BILL TO:

 Township of Secaucus
 1203 Paterson Plank Road
 Secaucus NJ 07094

BID # APPROVAL - ESCNJ 21/22-10

 QUOTE # 61022-A
 DATE 6/10/2022
 TERMS: PURCHASE ORDER
 CUSTOMER #: 21971
 CONTACT NAME: Mary Miller
 PH:
 EMAIL:

SHIPPED TO:

 Secaucus Rec Center
 1200 Koellie Blvd
 Secaucus NJ 07094

QTY	ITEM#	DESCRIPTION	BRAND	MSRP	CO-OP %	CO-OP DISCOUNT	FINAL COST EA	EXTENDED COST
4	34065	50 LB RUBBER HEX DUMBBELL	YORK	\$120.00	30%	\$36.00	\$84.00	\$336.00
4	34066	55 LB RUBBER HEX DUMBBELL	YORK	\$132.00	30%	\$39.60	\$92.40	\$369.60
4	34067	60 LB RUBBER HEX DUMBBELL	YORK	\$144.00	30%	\$43.20	\$100.80	\$403.20
4	34068	65 LB RUBBER HEX DUMBBELL	YORK	\$156.00	30%	\$46.80	\$109.20	\$436.80
4	34069	70 LB RUBBER HEX DUMBBELL	YORK	\$168.00	30%	\$50.40	\$117.60	\$470.40
4	34070	75LB RUBBER HEX DUMBBELL	YORK	\$180.00	30%	\$54.00	\$126.00	\$504.00
4	34071	80 LB RUBBER HEX DUMBBELL	YORK	\$192.00	30%	\$57.60	\$134.40	\$537.60
4	34072	85 LB RUBBER HEX DUMBBELL	YORK	\$204.00	30%	\$61.20	\$142.80	\$571.20
4	34073	90 LB RUBBER HEX DUMBBELL	YORK	\$216.00	30%	\$64.80	\$151.20	\$604.80
2	R300	Rowers	Body Solid	\$1,399.00	30%	\$419.70	\$979.30	\$1,958.60
1	69129	3-Tier Dumbbell Tray	YORK	\$1,300.00	30%	\$390.00	\$910.00	\$910.00
1	69128	2-Tier Dumbbell Tray	YORK	\$950.00	30%	\$285.00	\$665.00	\$665.00

Equipment Subtotal Page # 2

\$7,767.20

Equipment Subtotal Page # 1

\$13,636.00

Freight/Delivery Included With Co-op Contract

\$0.00

Assembly/Installation

\$900.00

Sales Tax - Exempt

\$0.00

SALES CONTACT:

 Ric Flagg, VP Sales
 732-775-1630 x31
 732-539-9313 -Mobile
rflagg@fitnesslifestyles.com
MAKE ALL CHECKS PAYABLE TO:

 Fitness LifeStyles Inc.
 Attn: Accounts Receivable
 37 Route 35
 Neptune NJ 07753

\$22,303.20

Resolution No. _____

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

**A RESOLUTION TO AUTHORIZE MEMBER PARTICIPATION IN THE HUDSON
COUNTY COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40a:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Hudson County Cooperative Pricing System, hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on June 28, 2022 the governing body of the Town of Secaucus, County of Hudson, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services.

NOW, THEREFORE, BE IT RESOLVED, as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Hudson County Cooperative Pricing Resolution of the Town of Secaucus

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40a:11-11(5), the Town of Secaucus is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40a:11-1-1 et.seq.) and all other provisions of the revised status of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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, pursuant to the recommendation of Michael Pero, Superintendent Recreation Department that the below person(s) are hereby reappointed and appointed to the seasonal part time positions for the **Fall Sports Programs (#81081)** effective June 28, 2022 as follows:

Directors:

Rec Soccer – Marin, Jennifer	\$2,250.00 / voucher
Travel Soccer – Lalaoui, Alex	\$2,250.00 / voucher
Football – Acerra, Robert	\$3,000.00 / voucher
Cheer – Mitchell, Kathy	\$1,500.00 / voucher
Cheer – Lanfranchi, Jessica	\$1,500.00 / voucher
Hockey – Robinson, Cory	\$3,000.00 / voucher

Registration opens in June 2022 and program starts in August 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 June 28, 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 Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation, the below persons are hereby appointed to regular part time Fitness Instructor position in the Rec Center (**#85000**) effective June 28, 2022 as follows:

Estevez, Sandra

\$40.00 / per class

Van Dien, Joanne

\$40.00 / per class

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 June 28, 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 Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendations of Mike Pero, Superintendent Recreation, the below person is hereby rehired to seasonal part time Custodian position at the Recreation Center Department (#85000) effective June 6, 2022 as follows:

Nardone, Michael

\$11.90 / 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 June 28, 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 Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Superintendent of Public Works, the below person(s) are hereby appointed to a regular part-time position of Laborer in the Public Works Department (#50000), pending the successful completion of a background check, and drug screening, retro to June 14, 2022, as follows:

Romano, Peter E.	\$15.00 /Hour
Alonso, Erik	\$15.00/ Hour
Barth, Richard	\$15.00 /Hour
Eleftherakos, Nikos	\$15.00/ 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 June 28, 2022.

Town Clerk

Mayor

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

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, and State of New Jersey, pursuant to the recommendation of Superintendent of DPW, that pending the successful completion of a background check and DOT screening the below person is hereby appointed to a regular part time Medical Escort Driver in the Public Works Department (#50000) effective June 15, 2022.

Hourly Rate

Perez, Reinaldo

\$14.50 / Hour

BE IT FURTHER RESOLVED, pursuant to the recommendation of the Superintendent of the DPW, the below person is hereby rehired as a seasonal part time Medical Escort driver for the Transportation department effective July 5th, 2022, as follows:

Haslach, Joseph #4451

\$13.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on June 28, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the below person is hereby appointed to the seasonal part time Intern position in the Environmental Dept (1004), effective July 1, 2022 as follows:

Reem, Rimsha

\$11.90 / 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 Jun 28, 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 and Police Committee the person listed below is hereby appointed to the position of Probationary Police Officer for the Secaucus Police Department (**#31002**). This position is based on the collective bargaining contractual agreement step #1 with a base salary of \$35,000.00 per annum, plus any contractual stipends effective July 11, 2022 as follows:

Santana, Ysand L.

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 June 28, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Superintendent of Public Works the below person is hereby rehired to a regular part-time position of Laborer in the Public Works Department (#50000), pending the successful completion of a background check, and drug screening, retro to June 9, 2022, as follows:

Devany, Brian #5208

\$15.00 / 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 June 28, 2022.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbaslo				
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 Lisa Snedeker, Director Senior and Social Services that the below person is hereby appointed to the seasonal part time Meals on Wheels worker position in Social Services Department (#74000), effective June 28, 2022, as follows:

Carla Prichinello #5665

\$11.90 / 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 June 28, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Director Social & Senior Services the below person is hereby appointed to the replacement regular part-time worker position in the Meals on Wheels Program Department #074000, pending the successful completion of a background check, and a drug screen, retro to June 13, 2022, as follows:

Bentley, Bonnie

\$13.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on June 28, 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, STATE OF NEW JERSEY**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY
TURNPIKE AUTHORITY FOR EMERGENCY RESPONSE AND
REIMBURSEMENT**

WHEREAS, the Town of Secaucus Volunteer Fire Department performs fire, safety and lifesaving functions for the residents and public within our community and, when needed, on the New Jersey Turnpike for roadway accidents, fires and other emergency situations in the vicinity of the Town of Secaucus; and

WHEREAS, the New Jersey Turnpike Authority routinely provides reimbursement to municipalities who assist with emergencies on the New Jersey Turnpike by having their fire departments and emergency personnel available in the interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Town Council hereby ratify the entering of a Memorandum of Understanding by the Town Administrator with the New Jersey Turnpike Authority for reimbursement for the response of the Secaucus Volunteer Fire Department to emergency calls on the New Jersey Turnpike and use of the property at 270 Secaucus Road; and

BE IT FURTHER RESOLVED, that the Town Administrator, Fire Chief or their designee is hereby authorized to take any action or execute any Agreements necessary to effectuate the purpose and intent of said Memorandum of Understanding.

June 28, 2022

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE NEW JERSEY TURNPIKE AUTHORITY
AND
THE TOWN OF SECAUCUS, NEW JERSEY

AUTHORIZATION OF ASSESSMENTS FOR
EMERGENCY RESPONSES**

AGREEMENT, made this 2nd day of June, 2022, between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with an address at 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, (hereinafter referred to as the "Authority") and the Town of Secaucus, New Jersey, a Municipality of the State of New Jersey, with an address at 1203 Paterson Plank Road, Secaucus, New Jersey 07094 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Authority operates the New Jersey Turnpike, a main state roadway with a portion that runs through the Town of Secaucus, Hudson County and surrounding municipalities; and

WHEREAS, there is a need for emergency responses to roadway accidents, fires and other emergency situations routinely in the Town of Secaucus and the vicinity on the New Jersey Turnpike; and

WHEREAS, the Town of Secaucus has a volunteer fire department comprised of approximately 100 volunteers, and five fully operational fire houses with numerous trucks, engines and equipment; and

WHEREAS, the Town of Secaucus Volunteer Fire Department responds and assists in the interest of public health, safety and welfare to emergency calls on the New Jersey Turnpike within its jurisdiction and surrounding areas to provide and operate response equipment; and

WHEREAS, the Authority routinely provides reimbursement to municipalities who are on call/standby and provide emergency services to the Authority's patrons on its roadways; and

WHEREAS, the Authority has permitted the Town of Secaucus, Department of Public Works to store its equipment on a tract of land owned by the Authority located at 270 Secaucus

Road. The Town has properly maintained the property by grading the land and fencing in the area since approximately 1999. (shown generally on the attached Exhibit A).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **General.** The Authority acknowledges and agrees that it shall provide a reduced reimbursement rate to the Town for the response of its Volunteer Fire Department for the emergency calls on any portion of the New Jersey Turnpike in exchange for the Town's use of the property noted above. The standard reimbursement rate other municipalities receive is \$600.00 per year for standby and \$160.00 per response.

2. **Reimbursement Rate.** The Town shall be entitled to reimbursement for the response of the Secaucus Volunteer Fire Department to emergency calls on any portion of the New Jersey Turnpike as follows, best as the "Reimbursement Rate":

\$300.00 semi-annual standby; and

\$80.00 per response.

Reimbursement at these rates extends back to July 1, 2015, and rates apply for the current term.

3. **Reimbursement Process.** The Town shall utilize the Authority's automated online "incident responder report" to document its responses on the New Jersey Turnpike. The Authority shall notify the Town if the reporting method changes or if additional documentation is needed at any time for the requests to be processed. Both parties shall maintain records with respect to the Reimbursement Services performed under this Agreement.

Once proper and complete "incident responder reports" have been received by the Authority, the Authority shall calculate the reimbursement for the emergency response of the Secaucus Volunteer Fire Department. The Authority shall then be obligated to pay the Town of Secaucus on a semi-annual basis for the periods of January 1st through June 30th and July 1st through December 31st according to the Reimbursement Rate indicated above. The Town shall provide electronic deposit information to the Authority so that the payments can be made.

4. **Reimbursement for Previous Periods.** Reimbursement for the period of July 1, 2015 through December 31, 2021 shall be paid by the Authority to the Town in the total amount of \$10,700.00 within ninety (90) days of execution of this Agreement. (See attached Exhibit B)

5. **Term.** This Memorandum of Understanding shall renew annually unless either party gives thirty (30) days written notice prior to renewal. Either party may also cancel this Agreement at any time upon thirty (30) days written notice to the other party.

6. Notices.

A To the Authority:

John M. Keller, Executive Director
Email: keller@njta.com
New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, New Jersey 07095

and

Ann Christine Monica.
Acting Law Director
Email: monica@njta.com
Fax: (732) 750-5384
New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, New Jersey 07095

and

B. To the Town:

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

and

Secaucus Fire Chief
Secaucus Volunteer Fire Department
c/o Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094

7. **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.

8. **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.

9. **Changes to this Agreement.** This Agreement may not be changed unless the change is in writing and signed by both the Authority and the Town.

10. **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.

11. **Entire Agreement.** This Agreement contains the entire agreement between the NJTA and the Town. Neither party has made any other agreement or promise which is not contained in this Agreement.

12. **Damages.** Any damage to property owned by the Authority or located on the Premises resulting from or in any way arising out of the use of the Premises by the Town or its Agents will be repaired by the Town at its own cost and expense.

13. **Assumption of Risk.** The Town agrees to assume any and all risk of loss or damage of any kind whatsoever to Premises or injury to or death including wrongful death of persons arising out of the Town's use of the property owned by the Authority.

14. **Indemnification.** The Town further agrees to indemnify and hold harmless the Authority, its officers, directors, employees or agents from and against any and all claims, suits and demands arising out of the Town's use of the property, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit, said indemnification to be limited by all applicable laws including the NJ Tort Claims Act. The Town's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. The Authority shall cause the Town's Agents to indemnify, defend, protect, and save harmless the Authority, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising out of any negligent act, error or omission by the Town's Agents arising while on property owned and/or controlled by the Authority. The terms of this paragraph shall survive the expiration, rescission, and termination of this Agreement.

15. **No Third-Party Beneficiaries.** Nothing herein contained shall be understood or construed to create or grant any third-party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

16. **Insurance.** The Town shall at its own cost and expense maintain in full force and effect commercial general liability insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and/or property damage, covering any liability that may arise out of the Town's operation, maintenance, occupancy or use of the Premises. The commercial general liability policy provided by the Town shall include the Authority as an additional insured and said coverage shall be endorsed as primary and not excess or contributory to any other insurance available to the Town and shall not be cancelable without 30 days advance notice to the Authority. Proof of insurance in the form of a Certificate of Insurance shall be provided to the Authority prior to the payment of reimbursement of previous periods as set forth in paragraph 4 above.

A. Copies of all notices of insurance renewal and/or cancellation shall be promptly provided to the Authority

B. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Grantee's use of the Premises shall be reported immediately to the Authority.

17. **Compliance with Law.** The Town's use of the Premises shall be in accordance with all applicable federal, state, county, and local laws and regulations which are applicable to the intended use of the Premises by the Town.

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first written above.

NEW JERSEY TURNPIKE AUTHORITY

By: _____

Date: _____

Name:

Title:

TOWN OF SECAUCUS

By:  _____

Date: 6/2/22

Name: Gary Jeffas

Title: Town Administrator



Per the current DPW Superintendent, the Town graded the property; Use since at least 1999.

Exhibit A

SECAUCUS FIRE DEPARTMENT JULY 2015-DEC 2021						
YEAR		STANDBY FEE		# OF CALLS	PER CALL FEE	TOTAL
2015						
	JULY-DEC	\$300.00		9	\$80.00	\$1,020.00
2016	JAN-JUN	\$300.00		9	\$80.00	\$1,020.00
	JULY-DEC	\$300.00		5	\$80.00	\$700.00
2017	JAN-JUN	\$300.00		5	\$80.00	\$700.00
	JULY-DEC	\$300.00		7	\$80.00	\$860.00
2018	JAN-JUN	\$300.00		8	\$80.00	\$940.00
	JULY-DEC	\$300.00		1	\$80.00	\$380.00
2019	JAN-JUN	\$300.00		7	\$80.00	\$860.00
	JULY-DEC	\$300.00		9	\$80.00	\$1,020.00
2020	JAN-JUN	\$300.00		6	\$80.00	\$780.00
	JULY-DEC	\$300.00		4	\$80.00	\$620.00
2021	JAN-JUN	\$300.00		7	\$80.00	\$860.00
	JULY-DEC	\$300.00		8	\$80.00	\$940.00
TOTAL DUE						\$10,700.00

Exhibit
B

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
UPDATING ALLOWANCE AMOUNTS FOR VOLUNTEERS OF THE SECAUCUS
FIRE DEPARTMENT PURSUANT TO T.O. 12-21**

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

WHEREAS, the Town of Secaucus Volunteer Fire Department serves the fire and emergency response needs of the municipality and is governed by T.O. 12-1 et seq.; and

WHEREAS, the Volunteers of the Secaucus Fire Department receive a monetary allowance pursuant to T.O. 12-21 for members in good standing that respond to a specified percentage of calls and a clothing allowance for uniforms and necessary articles; and

WHEREAS, the Mayor and Council have determined that updates to the allowance amounts are warranted to reflect current demands on our local volunteers and the need for constant response for a growing community with over 900 fire response calls in 2021; and

WHEREAS, the monthly allowance amounts that a “Firefighter,” “Company Officer” and “Chief Officer” may be eligible for on the attached documents reflect a \$100 per month increase from July 1, 2022 through December 31, 2022 and a subsequent \$50 per month increase beginning January 1, 2023 and January 1, 2024 as set forth.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the allowance schedules attached for the Secaucus Volunteer Fire Department are hereby adopted for the time periods specified, beginning July 1, 2022; and

BE IT FURTHER RESOLVED, the fees specified take precedence over any other fees previously established or adopted; and

BE IT FURTHER RESOLVED, pursuant to T.O. 12-21, a copy of the allowance schedules attached shall be maintained on file with the Town Clerk.

Adopted: June 28, 2022

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS DECLARING THE
POLICE DEPARTMENT'S EXPIRED BALLISTIC PANELS AS SURPLUS PROPERTY**

WHEREAS, the Town of Secaucus may dispose of surplus items pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-36; and

WHEREAS, the Town of Secaucus' Police Department has seventy-three (73) expired Police Ballistic Vest Panels and thirty-one (31) Trauma Plates that are no longer fit for public use and deemed surplus items; and

WHEREAS, upon the recommendation of the Secaucus Police Department due to the expired nature and material composition of the vests and the plates, the items listed below were turned over to the New Jersey State Police at no cost to the Town of Secaucus.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Town Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, ratify the declaration of the following expired Police Ballistic Vest Panels and Trauma Plates as surplus and ratify the approval of the transfer of these vests and plates from the Secaucus Police Department to the New Jersey State Police, Supply Unit located at 1040 River Rd., Ewing Township, NJ 08628 for safe disposal:

Vest Make	Serial Number	Panels
Second Chance	N-9855726-A/N-9855729-A	2 Panel
Second Chance	20336164/20336163	2 Panel
Second Chance	10042308/10042308	2 Panel
Second Chance	20324427/203244426	2 Panel
Second Chance	1506101188/1506101188	2 Panels
Second Chance	06061297/06061297	2 Panels
Second Chance	20336161/20336162	2 Panels
Second Chance	20336158/20336157	2 Panels
Second Chance	20336160/20336159	2 Panels
Second Chance	20310405 (front only)	1 Panel
Second Chance	20314158/20314157	2 Panels
Second Chance	203361162 (front only)	1 Panel
Second Chance	20314166/20314165	2 Panels
Second Chance	174844 (front only)	1 Panel
Second Chance	20310404/20310403	2 Panels
Second Chance	20377388/20377287	2 Panels
Second Chance	10777376/10377675	2 Panels

Second Chance	20777378/20777377	2 Panels
Second Chance	20777397/20777398	2 Panels
Second Chance	20872613/20872612	2 Panels
Second Chance	20872611/20872610	2 Panels
Second Chance	20894350/20894351	2 Panels
Second Chance	20777382/20777381	2 Panels
Second Chance	20777386/20777385	2 Panels
Second Chance	20777366/20777365	2 Panels
Second Chance	20777403/20777404	2 Panels
Second Chance	20777384/20777383	2 Panels
Second Chance	20777392/20777391	2 Panels
Second Chance	20777393/20777394	2 Panels
Second Chance	20777364/20777363	2 Panels
Second Chance	20777396/20777395	2 Panels
Second Chance	20777290/20777289	2 Panels
Second Chance	20777372/20777371	2 Panels
Second Chance	20777374/20777373	2 Panels
Second Chance	20777368/20777367	2 Panels
Second Chance	20777406/20777405	2 Panels
Second Chance	20777358/20777357	2 Panels
Second Chance	20937157/20937156	2 Panels
Second Chance	Soft plates	14
Second Chance	Hard plates	17

BE IT FURTHER RESOLVED, it has been determined that the above referenced items should be removed from the inventory as soon as practicable and that the transfer of the above items shall be at no cost to the Town of Secaucus; and

BE IT FURTHER RESOLVED, that the Mayor, the Town Administrator or the Chief of Police or their designee is hereby authorized to enter into any necessary agreements and take any action necessary to effectuate said purpose and intent.

Adopted: June 28, 2022

Resolution No. _____

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

**RESOLUTION FOR THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND
DRUG ABUSE**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey. In coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program.

WHEREAS, The Town Council of the Town of Secaucus County of Hudson, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Town Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Town Council has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson.

NOW, THEREFORE, BE IT RESOLVED by the Town of Secaucus, County of Hudson, State of New Jersey hereby recognizes the following:

1. The Town Council does hereby authorize submission of an application for DMHAS Grant funding for the Secaucus Municipal Alliance for Year One Grant Term 7/1/22 – 3/14/23 in the amount of:
DMHAS Grant Funding \$1,863.00
2. The Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Michael Gonnelli, Mayor

CERTIFICATION

I, (name), Municipal Clerk of the Town of Secaucus County of Hudson, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Town Council on this (day) day of (month), 2022.

(Name), Municipal Clerk



**COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES**

830 Bergen Avenue, Floor 4B

Jersey City, NJ 07306

Phone: (201) 369-5280

Fax: (201) 369-5281

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

NICOLE HARRISON-GARCIA
Deputy Director

April 1, 2022

The Honorable Michael Gonnelli
Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094

RE: Additional Municipal Alliance Grant Funding

Dear Mayor Gonnelli,

The Hudson County Department of Health and Human Services has been notified by the Governor's Council on Alcoholism and Drug Abuse (GCADA) that additional funds will be available to supplement the Hudson County's Municipal Alliance program for fiscal year July 1, 2022, to June 30, 2023. The source of this funding is a federal grant that GCADA received to strengthen the youth oriented Municipal Alliance programs. Your additional funding allocation is: \$1,863.00. No cash match or in-kind match will be required for this supplemental funding. As per the grant guidelines, all funded programs must include at least one of the following:

- Youth Leadership Councils/Youth Alliances (may collaborate with existing youth councils)
- Cannabis education for youth, parents and community
- Peer Leadership programs
- Youth Mental Health First Aid
- Resiliency programs for youth (no alternative programs)
- ACES/trauma-informed education programs for youth and parents
- Vaping programs
- Community and other strengths-based youth programs

Please note, additional grant funding cannot be used for alternative activities, equipment or giveaways of any kind including but not limited to merchandise, t-shirts, etc. New components of existing GCADA Municipal Alliance programs may be funded. Additionally, the funding must be expended by March 14, 2023. Municipalities also have the option to use up to 5% of funds for grant coordination.

To receive this funding the following documents, need to be submitted

1. Form 1 – Signed Cover Page
2. Form 1B – Resolution Authorizing Submission of the Municipal Alliance Plan
3. Form 6- Alliance Coordination Plan, if applicable
4. Form 7 – Alliance Program Action Plan
5. Form 8 – Budget

Please submit items one (1) through four (4) noted above to the Hudson County Department of Health and Human Services Municipal Alliance Coordinator, Derron Palmer, by April 20, 2022. Item two (2) (Municipal Resolution) may be submitted by May 31, 2023.

If you have any questions, please feel free to contact Derron Palmer at (201) 369-5280 extension 4245.

Sincerely,

A handwritten signature in black ink, appearing to read "Darice Toon", written over a circular stamp or seal.

Darice Toon, Director
Department of Health and Human Services

Cc: Dave Bratton, Secaucus Municipal Alliance Coordinator
Robin F. James, Division Chief, Division of Mental Health and Addiction Services
Derron Palmer, Hudson County Municipal Alliance Coordinator

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, namely the vehicles listed below, have not been claimed nor determined stolen and should be sold in accordance with the appropriate statutes of the State of New Jersey, N.J.S.A. 39:10A-1 et seq. and N.J.S.A. 40A:14-157; and

<u>VEHICLE</u>	<u>QUANTITY</u>	<u>VIN #</u>	<u>MIN. BID</u>
2004 BMW X3	1	VIN # WBXPA73444WC42463	\$ 250.00
2009 JEEP Patriot	1	VIN # 1J8F48B09D133541	\$ 250.00
2005 BMW 325	1	VIN # WBAAZ33455KW790282	\$ 250.00
2006 NISSAN Altima	1	VIN # 1NAL11D76N312966	\$ 250.00
2007 FORD Crown Victoria	1	VIN # 2FAFP71W87X130143	\$ 250.00
2003 DODGE Ram	1	VIN # 1D7HA18N53J555505	\$ 250.00
2013 KIA Rio	1	VIN # KNADM4A32D6179910	\$ 250.00
2005 ACURA TL	1	VIN # 19UUA66225A011286	\$ 250.00
2010 ACURA TSK	1	VIN # JH4CU2F6XAC033031	\$ 250.00
2004 CHRYSLER Sebring	1	VIN # 1C3EL56R44N344038	\$ 250.00
2008 FORD Expedition	1	VIN # 1FMEU73E38UA01413	\$ 250.00
2006 BMW 330	1	VIN # WBAVD33526KV60714	\$ 250.00
2002 FORD Explorer	1	VIN # 1FMZU72K32UD38275	\$ 250.00
2006 INFINITY FX35	1	VIN # JNRAS08W56X201173	\$ 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 July 20, 2022 and end on or about July 27, 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: June 28, 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 June 28, 2022.

Town Clerk

Mayor

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



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

Application for a Raffle License

Application No. RA R1636
Identification No. 451-5-31704

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

Please print clearly.

Name of municipality: Secaucus

Part A - General

1. Name of applying organization: Secaucus High School PTSA
2a. Street address of headquarters: 11 Millridge Rd. Secaucus NJ 07094
b. Mailing address (if different):

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>September 25, 2022</u>	<u>N/A</u>		
<u>Raffle Baskets</u>			

4a. Address of place where raffles will be played: Secaucus High School, Secaucus NJ 07094

- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose



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

Application for a Raffle License

Application No. RA R1637
Identification No. 451-5-31704

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

Please print clearly.

Name of municipality: Secaucus

Part A - General

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

Date	Hours	Date	Hours
September 25th, OFF PREMISE 50/50 Raffle	N/A	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Start to sell 8/1/22 with a draw date of 9/25/22
at 4:00 PM**

- 4a. Address of place where raffles will be played: Secaucus High School, Secaucus NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>Raffle Tickets</u>	<u>Impressive Printing, 313 10th Street, Carlstadt NJ 07072</u>	<u>sale of tickets for raffle</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

Application for a Raffle License

Application No. RA R1638
Identification No. 451-5-31704

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

Please print clearly.

Name of municipality: Secaucus

Part A - General

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

Date	Hours	Date	Hours
<u>September 25, 2022</u>	<u>N/A</u>		
<u>ON PREMISE 50/50 Raffle</u>			
<u>Draw date of 9/25/22 at 4:00 PM</u>			

- 4a. Address of place where raffles will be played: Secaucus High School, Secaucus NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>Raffle Tickets</u>	<u>Impressive Printing, 313 10th Street Carlstadt NJ 07072</u>	<u>sale of tickets for raffle</u>



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

Application for a Raffle License

Application No. RA R1639
Identification No. 451-5-31704

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

Please print clearly.

Name of municipality: Secaucus

Part A - General

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

Date	Hours	Date	Hours
<u>December 1, 2022</u>	<u>N/A</u>	_____	_____
<u>OFF PREMISE 50/50 Raffle</u>	_____	_____	_____
_____	_____	_____	_____
<u>Start to sell 11/1/22 with a draw date of 12/1/22</u>	_____	_____	_____
<u>at 2:30PM</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: Secaucus High School, Secaucus NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>Raffle Tickets</u>	<u>Impressive Printing, 313 10th Street Carlstadt NJ 07072</u>	<u>sale of tickets for raffle</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PAID

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated 6-1-2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Varun Bhat

Organization, if applicable: _____

Address: 61 Riverview Ct, Secaucus 07094 New Jersey USA

Phone: 848-234-0748 Email: Sa. Varun@bhat@gmail.com

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

1. **FACILITY.** The Town agrees to rent Millridge 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):

Saturday + June 12, 2022, from 7 am/pm to 10 am/pm
Sundays October 30, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

NO 6/18 + 6/19

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

Name of Event: Adult sports

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

Cricket

Number of Attendees: 20

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$200.00 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 Seabrook 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. Seabrook-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 VBhat
(Signature of renter)

Date 06/01/2022

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

Varun Venkatesh Bhat

Phone: 848-234-0748

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
6-2-22	CHECK BOX WHEN PAID IN FULL <input checked="" type="checkbox"/>	<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order CC	J. Waters

Notes:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2022

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 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
SADLER & COMPANY, INC.
P.O. BOX 5868
COLUMBIA, SOUTH CAROLINA 29250-5868

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | FAX (A/C, No): 803-268-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Varun Venkatesh Bhal
81 RIVERVIEW CT
Secaucus, NJ 07094
Club #: 78088

INSURER(S) AFFORDING COVERAGE
INSURER A: Lexington Insurance Company
INSURER B: NATIONWIDE LIFE INSURANCE COMPANY
INSURER C: Lexington Insurance Company
INSURER D:

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		AILD002645792400	12:01AM ET 06/04/2022	12:01AM ET 08/04/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPLY OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE n/a
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			BAX0000031867100	12:01AM ET 06/04/2022	12:01AM ET 06/04/2023	EXCESS MEDICAL \$100,000 AD&D \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

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

Cricket - 1 Team(s) - (Maximum 20 players per team)

Team Names: Secaucus Cricket Club Team1

(Adult Team Accident As Part of Package: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 6 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)

(Adult Team General Liability As Part of Package: \$2,000,000 Each Occurrence; \$2,000,000 Legal Liability to Participants; Waiver/Release Recommended)

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

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

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP:
Property Owner/ Lessor

The Town Of Secaucus
1203 Paterson Plank Rd
Secaucus, NJ 07094

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 (company A)

Scott Puchner

AUTHORIZED REPRESENTATIVE (company B)

John Sunkin

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

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

ACORD 25 (2014/01)

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TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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

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

This Rental Agreement, dated April 5, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Yvonne Mojena

Organization, if applicable: Miss Yvonne Swim School

Address: 660 Blvd East, Weehawken, NJ 07806

Phone: 201-600-4640

Email: MISSYVONNESWIMSCHOOL@GMAIL.COM

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

1. FACILITY. The Town agrees to rent SECAUCUS SWIM CLUB 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):

June 20th - Sept. 2nd, 20 22, from 10:30 am/pm to 1:00 am/pm

 , 20 , from am/pm to am/pm

 , 20 , from am/pm to am/pm

PLEASE SEE PAGE 3 FOR DATES ON USE OF SECAUCUS SWIM CLUB

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.)

The renter of this agreement will also be sharing the pool with members and other camps that are using our facilities.

Camp was also informed of social distancing while outside the pool area.

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

Total Rental Fee for Facility: \$8.00 PER CHILD AND ADULT PER DAY

~~Security Deposit Amount: \$ Due at Agreement Signing~~

Final Payment / Balance: \$ Due by: ON FRIDAY OF CURRENT WEEK

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

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 6/6/2022
(Signature of renter)

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

Phone: 201-600-4640

DATES OF USE OF THE SECAUCUS SWIM CLUB

WEEK # 1	JUNE 20- JUNE 24
WEEK # 2	JUNE 27 - JULY 1
WEEK # 3	JULY 5 - JULY 8
WEEK # 4	JULY 11 - JULY 15
WEEK # 5	JULY 18 - JULY 22
WEEK # 6	JULY 25 - JULY 29
WEEK # 7	AUG. 1 - AUG. 5
WEEK # 8	AUG. 8 - AUG. 12
WEEK # 9	AUG. 15 - AUG. 19
WEEK # 10	AUG. 22 - AUG. 26
WEEK # 11	AUG. 29 - SEPT. 2

**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: Yvonne Molena

Address: 650 Blvd. East, Weehawken, NJ 07086

Cell Phone: 201-600-4640

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.

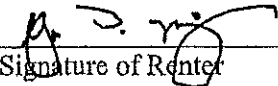
Based on this understanding, please review and acknowledge the following:

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

6/6/2022

Date

Yvonne Molena

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2022

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@campinsurance-kk.com PRODUCER CUSTOMER ID:																					
INSURED Miss Yvonne Swirn School L.L.C. 650 Blvd. East Weehawken, NJ 07086 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** W02214074**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.

INSUR LTR	TYPE OF INSURANCE	ADDL BSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000007787800	06/20/2022 12:01 AM EDT	06/20/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000007787800	06/20/2022 12:01 AM EDT	06/20/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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 NJ) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007787800	06/20/2022 12:01 AM EDT	06/20/2023 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Note: Coverage is only provided for the camp dates that have been paid for and reported. Please contact our office if you need additional camp dates added to your policy.

Type of Camp: Swimming

Camp Location: 161 Fitness & Swim, 161 Erle St, Jersey City, New Jersey 07302; Date(s) of Camp: 06/20/2022 to 06/24/2022

See Attached Additional Remarks Schedule

CERTIFICATE HOLDER Town of Secaucus 1203 Paterson Plk Rd. Secaucus, NJ 07094 (Owner/Lessor of Premises)	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
--	--

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Secaucus 1203 Paterson Plk Rd. Secaucus, NJ 07094
Named Insured: Miss Yvonne Swim School L.L.C.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Please find attached your Youth Camp License to Operate. Please be sure to contact your local public health official to schedule a preoperational inspection for your summer camp activities! The Directory of Local Health Departments in New Jersey is linked here: <https://nj.gov/health/lh/documents/LocalHealthDirectory.pdf>. Youth camps must operate in congruence with N.J.A.C. 8:25 Youth Camp Safety Standards. See our website for more information: <https://nj.gov/health/ceohs/phfpp/youthcamps>

Youth Camp News and Save the Date!!

2022 Camp Operator Webinar

The Youth Camp Safety Project will be holding a 2022 Youth Camp Kick Off Seminar for Camp Operators on April 27, 2022 9:30 am-12:00pm. Please use this link to register: <https://attendee.gotowebinar.com/rt/7637434688030976782>.

The session will cover a general overview of the Youth Camp Safety Standards regulations, compliance and operations. The current Youth Camp Safety Standards are available online at the following web address: https://nj.gov/health/ceohs/documents/phss/youth_camp.pdf. Questions can be submitted in advance via email to youth.camps@doh.nj.gov.

COVID-19 Testing Resources

Great news! There is a federal allocation of COVID-19 OTC rapid antigen tests available for camps servicing school-aged children. The over-the-counter (OTC), at-home rapid antigen tests

1. Allow flexibility in where testing can take place (at-home)
2. Each case comes with 24 kits
 - Each kit contains two (2) tests.
 - Each person should receive one kit (i.e. do NOT split up tests within a box).

These test kits can only be ordered through the New Jersey Department of Health: To order, visit the NJDOH K-12 Federal Test Kit Survey: <http://healthsurveys.nj.gov/NoviSurvey/n/zz323.aspx>.

OTC tests will likely be either Abbott BinaxNOW Self-tests or OraSure IntelliSwab rapid tests and may require a two-step process.

Tests must be ordered in multiples of 48. Please order enough to cover the duration of your summer program. All requests for orders must be received by June 17, 2022.

Please contact covid.schooltesting@doh.nj.gov with any questions about this opportunity to secure COVID-19 OTC test kits for your camp population.



New Jersey Department of Health
CONSUMER, ENVIRONMENTAL AND OCCUPATIONAL HEALTH SERVICE
CERTIFICATE OF APPROVAL - YOUTH CAMP SAFETY ACT
Miss Yvonne Swim School LLC

Certificate No.
30373
2022 Season

May 20, 2022

(DATE ISSUED)

Camp ID: 3859

(CAMP ID NUMBER)

Day

(CAMP TYPE)

A certificate of approval is hereby granted pursuant to Chapter 375, P.L. 73, to the individual, partnership, or corporation listed below:

Camp Location:
161 Erie Street

Miss Yvonne Swim School

Jersey City, NJ
Hudson County

650 Blvd. East
Weehawken, NJ 07086

This certificate is not transferable. Violation of the law or regulations of the Department is cause for suspension or revocation of this certificate of approval.

COMMISSIONER OF HEALTH

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

This Rental Agreement, dated June 6, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Mary Grimshaw

Organization, if applicable: Childrens Studio

Address: East Rutherford, NJ 07073

Phone: 201-935-5269 Email: mary@childrenstudio.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 Swim Club 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):

see dates on pg 3, 2022, from 10:30 am/pm to 1:00 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.)

the use of the pool for camp. Will also be using the pool along with members and other camps.

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

Total Rental Fee for Facility: \$ 8.00 per child and adult

Security Deposit Amount: \$ _____ Due at Agreement Signing

Final Payment / Balance: \$ _____ payment will be due 5 days after camp is completed.
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

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

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

By 
(Signature of renter)

Date 6/6/22

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

Colleen Dolaghan

Phone: 201-509-3272

Mary Grimshaw

201-370-8294

DATES USING POOL
THURS. JUNE 30TH
THURS. JULY 7TH
THURS. JULY 14TH
THURS. JULY 21ST
THURS. JULY 29TH
THURS. AUG. 4TH
THURS. AUG. 11TH
THURS. AUG. 18TH
THURS. AUG. 25TH

**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: Mary Grimshaw
Address: 1350 Ann St. East Rutherford, NJ
Cell Phone: 201-370-8294

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.

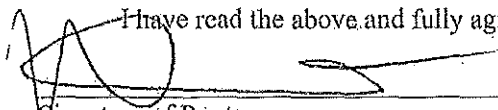
Based on this understanding, please review and acknowledge the following:

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
Mary Grimshaw

Print Name

6/6/22

Date

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 40 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



CHILSTU-03

RSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2022

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
Professional Insurance Assoc.
429 Hackensack St.
PO Box 818
Carlstadt, NJ 07072-0818

CONTACT: Roger Smith

PHONE (A/C, No, Ext): (201) 438-7500 489

FAX (A/C, No):

E-MAIL ADDRESS: rsmith@planj.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Harleysville Insurance Company

23582

INSURER B: Harleysville Insurance Company of NJ

42900

INSURER C: Hartford Underwriters Insurance Company

30104

INSURER D:

INSURER E:

INSURER F:

INSURED
Childrens Studio of Rutherford, Inc
Riva Realty Corp.
135 Ann Street
East Rutherford, NJ 07073

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X	MPA00000023381W	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA 00000023382W	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CMB00000023380W	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE Annual Aggreg \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	13WECBM6664	7/31/2021	7/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Secaucus Additional Insured as required by written contract with respect to use of Pool.

CERTIFICATE HOLDER

CANCELLATION

Town of Secaucus
Municipal Government Center
1203 Paterson Plank Road
Secaucus, NJ 07094

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

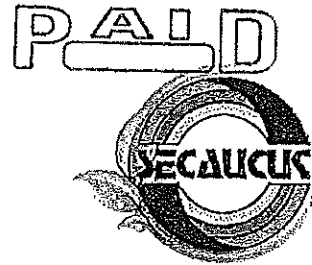
AUTHORIZED REPRESENTATIVE

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ACORD 20 (2010/09)

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NO insurance
ALL residents



**TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT**

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

Name: Jay Mulani

Organization, if applicable: _____

Address: _____

Phone: _____ Email: jay707@gmail.com

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

1. **FACILITY.** The Town agrees to rent Millridge 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):

Tuesday + June 9, 2022, from 8 am/pm to 10 am/pm
Thursday September 29, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

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

Name of Event: Adult Sports

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

Volleyball

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: \$100.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

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

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

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

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


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

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

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

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

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

By 
(Signature of renter)


Date 06/07/2022

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

JAY MULANI

Phone: 201 707 9046

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
 RECEIVED 6-7-22	CHECK BOX WHEN PAID IN FULL <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order CK # 135	S. Waters

Notes:

Michael Marra

From: Erick Villagomez <erickvillagomez@gmail.com>
Sent: Tuesday, June 7, 2022 2:58 PM
To: Michael Marra; Joey Schoendorf; donaldcieciuchfire@gmail.com
Subject: Carla Rojas Reaignment

*** CAUTION: This email originated from outside the Town Of Secaucus ***

June 7th, 2022

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

To whom it may concern,

Effective June 4th, 2022, Carla Rojas has resigned as a probationary member of Rescue Co. 1 - Engine Co. 2.

Thank you,
Secaucus Fire Department
Rescue Co. 1 Secretary
Erick Villagomez



WASHINGTON HOOK & LADDER CO. NO. 1

TRUCK 1 - ENGINE 4



SECAUCUS FIRE DEPARTMENT

June 2, 2022

Mr. Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus NJ 07094

To Whom It May Concern,

Please be advised that at the last regular meeting of Washington Hook & Ladder Co. #1 held on Thursday, June 2, 2022, Mr. David Ryan Smentkowski of 73 County Avenue was accepted as a Firefighter/Regular Member of our company, pending his 18th Birthday, June 27, 2022.

Respectfully Submitted,

Donald F. Cieciuch

Donald F. Cieciuch
Company Secretary & Firefighter

cc: Honorable Mayor Gonnelli & Town Council
Department Chiefs
WH&L Company Officers
Secaucus Firemen's Relief Association
Secaucus Firemen's Mutual Association
WH&L File

272 County Avenue, Secaucus NJ 07094



WASHINGTON HOOK & LADDER CO. NO. 1

TRUCK 1 - ENGINE 4



SECAUCUS FIRE DEPARTMENT

June 2, 2022

Mr. Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus NJ 07094

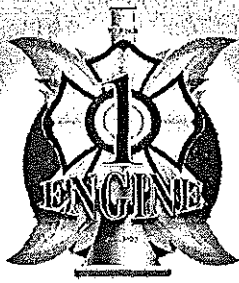
To Whom it May Concern,

Please be advised that at the last regular meeting of Washington Hook & Ladder Co. #1 held on Thursday, June 2, 2022, Mr. Cristian Muñiz-Abraides of 4152 Riverside Station Boulevard was accepted as a Firefighter/Regular Member of our company, pending the completion of his state approved, Firefighter 1 curriculum. Mr. Abraides' curriculum is anticipated to commence on June 29, 2022.

Respectfully Submitted,

Donald F. Cieciuch
Company Secretary & Firefighter

cc: Honorable Mayor Gonnelli & Town Council
Department Chiefs
WH&L Company Officers
Secaucus Firemen's Relief Association
Secaucus Firemen's Mutual Association
WH&L File



SECAUCUS FIRE DEPT

Mayor Michael Gonnelli and Town Council
Town of Secaucus
Municipal Government Center
Secaucus NJ, 07094

June 2nd, 2022

Honorable Mayor Gonnelli,

On behalf of the members of Engine Company No. 1, I am writing this letter to inform you that at our last company meeting, June 2nd 2022, Jasmine Garcia was accepted as a member of Engine Company 1.

Nick Nardone Jr
Secretary

Engine Company 1
Secaucus Fire Department
150 Plaza Center
Secaucus, NJ 07094
T: (201) 330-2070
C: (201) 936 - 7384
www.secaucuseng1.org

ENGINE COMPANY 1

150 Plaza Center, Secaucus, New Jersey 07094

SECAUCUS FIRE DEPARTMENT

1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

Thursday, June 7, 2022

Mr. Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus NJ 07094

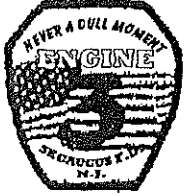
To Whom it May Concern,

Please be advised that Mr. Adam Quinones of 706 Minnie Place has been appointed as a Probationary Firefighter of the Secaucus Volunteer Fire Department effective June 7, 2022. Can you please add this item to the upcoming Council Meeting agenda for approval from the Mayor and Town Council?

Respectfully Submitted,

A handwritten signature in black ink that reads "Donald Cieciuch". The signature is written in a cursive, flowing style.

Donald F. Cieciuch
Recruitment Committee Member



ENGINE COMPANY 3 SECAUCUS FIRE DEPARTMENT

146 Centre Avenue Secaucus, NJ 07094



June 16, 2022

Mayor Gonnelli and Council Members,

Please be advised that Probationary Firefighter Jared Malley has resigned from the Secaucus Fire Department. Resignation is effective as of June 11, 2022. Jared Malley will be a member of good standing.

Sincerely,

Christopher Mandara
Secretary

cc: Relief Association

**SMOKE DETECTORS
SAVE LIVES**

SECAUCUS FIRE DEPARTMENT

1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

Friday, June 17, 2022

Mr. Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus NJ 07094

To Whom it May Concern,

Please be advised that Mr. Dylan Formisano of 284 Julianne Terrace has been appointed as a Probationary Firefighter of the Secaucus Volunteer Fire Department effective his 18th Birthday, June 23, 2022. Can you please add this item to the upcoming Council Meeting agenda for approval from the Mayor and Town Council?

Respectfully Submitted,

A handwritten signature in black ink that reads "Donald Cieciuch". The signature is written in a cursive, slightly slanted style.

Donald F. Cieciuch
Recruitment Committee Member

FINDINGS AND DETERMINATION

APPLICATION FOR A BINGO LICENSE
RAFFLESApplication No. R1636Identification No. 451-5-31704

(Complete 2 copies)

Insert name

of Municipality

Secaucus

Name of applicant

Secaucus High School PTSA

(Mark appropriate answers to ALL questions)

1 Applicant (is) (is not) qualified.	6 There (is) (is not) satisfactory proof that no payment will be made for conducting the games or assisting therein except to the extent allowed by law.
2 Members designated to conduct games (are) (is not) bona fide active members.	7 There (is) (is not) satisfactory proof that the prizes are of the nature and amount allowed by the Act.
3 Members designated to conduct games (are) (is not) of good moral character and have never been convicted of a crime.	8 The rental to be paid for raffles equipment (does) (does not) conform to the schedule of authorized rentals prescribed by the rules of the Control Commission and the raffles equipment lessor (has) (has not) been approved by the Control Commission.
4 The games (will) (will not) be conducted according to the Act and the Rules and Regulations.	9 Other:
5 The entire net proceeds (are) (is not) to be disposed of for a purpose permitted by this Act.	10 License is (granted) (is not).

6-28-22

(Date)

(Signature of verifying official)

Mayor

(Title)

FINDINGS AND DETERMINATION

APPLICATION FOR A BINGO LICENSE
RAFFLESApplication No. R1637Identification No. 451-5-31704

(Complete 2 copies)

Insert name

of Municipality

Secaucus

Name of applicant

Secaucus High School PTSA

(Mark appropriate answers to ALL questions)

1 Applicant (is) (not) qualified.	6 There (is) (not) satisfactory proof that no payment will be made for conducting the games or assisting therein except to the extent allowed by law.
2 Members designated to conduct games (are) (not) bona fide active members.	7 There (is) (not) satisfactory proof that the prizes are of the nature and amount allowed by the Act.
3 Members designated to conduct games (are) (not) of good moral character and have never been convicted of a crime.	8 The rental to be paid for raffles equipment (does) (not) conform to the schedule of authorized rentals prescribed by the rules of the Control Commission and the raffles equipment lessor (has) (not) been approved by the Control Commission.
4 The games (will) (not) be conducted according to the Act and the Rules and Regulations.	9 Other:
5 The entire net proceeds (are) (not) to be disposed of for a purpose permitted by this Act.	10 License is (granted) (not).

6-28-22

(Date)

(Signature of verifying official)

Mayor

(Title)

FINDINGS AND DETERMINATION

APPLICATION FOR A BINGO LICENSE
RAFFLES

Application No.

R1638

Identification No.

451-5-31704

(Complete 2 copies)

Insert name

of Municipality

Secaucus

Name of applicant

Secaucus High School P.T.S.A.

(Mark appropriate answers to ALL questions)

1 Applicant (is) (is not) qualified.	6 There (is) (is not) satisfactory proof that no payment will be made for conducting the games or assisting therein, except to the extent allowed by law.
2 Members designated to conduct games (are) (is not) bona fide active members.	7 There (is) (is not) satisfactory proof that the prizes are of the nature and amount allowed by the Act.
3 Members designated to conduct games (are) (is not) of good moral character and have never been convicted of a crime.	8 The rental to be paid for raffles equipment (does) (is not) conform to the schedule of authorized rentals prescribed by the rules of the Control Commission and the raffles equipment lessor (has) (is not) been approved by the Control Commission.
4 The games (will) (is not) be conducted according to the Act and the Rules and Regulations.	9 Other:
5 The entire net proceeds (are) (is not) to be disposed of for a purpose permitted by this Act.	10 License is (granted) (is not).

6-28-22

(Date)

(Signature of verifying official)

Mayor

(Title)

FINDINGS AND DETERMINATION

APPLICATION FOR A BINGO LICENSE
RAFFLESApplication No. R11639Identification No. 451-S-31704

(Complete 2 copies)

Insert name
of MunicipalitySecaucus

Name of applicant

Secaucus High School P.T.S.A.

(Mark appropriate answers to ALL questions)

1 Applicant (is) (is not) qualified.	6 There (is) (is not) satisfactory proof that no payment will be made for conducting the games or assisting therein except to the extent allowed by law.
2 Members designated to conduct games (are) (are not) bona fide active members.	7 There (is) (is not) satisfactory proof that the prizes are of the nature and amount allowed by the Act.
3 Members designated to conduct games (are) (are not) of good moral character and have never been convicted of a crime.	8 The rental to be paid for raffles equipment (does) (does not) conform to the schedule of authorized rentals prescribed by the rules of the Control Commission and the raffles equipment lessor (has) (has not) been approved by the Control Commission.
4 The games (will) (will not) be conducted according to the Act and the Rules and Regulations.	9 Other:
5 The entire net proceeds (are) (are not) to be disposed of for a purpose permitted by this Act.	10 License is (granted) (is not).

6-28-22

(Date)

(Signature of verifying official)

Mayor

(Title)