

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - NOVEMBER 28, 2023
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2023-25: Bond ordinance to amend Section 4.1 of the bond ordinance (Ord. No. 2020-13) entitled: "Bond ordinance to authorize the making of various public improvements and the acquisition of new additional or replacement equipment and machinery, new information technology and telecommunications equipment, new communication and signal systems equipment, and new automotive vehicles, including original apparatus and equipment, in, by and for the Town of Secaucus, in the County of Hudson, State of New Jersey, to appropriate the sum of \$7,825,000 to pay the cost thereof, to make a down payment, to authorize the issuance of bonds to finance such appropriation and to provide for the issuance of bond anticipation notes in anticipation of the issuance of such bonds", adopted on August 25, 2020

Ordinance No. 2023-27: An ordinance amending Chapter 97 of the Code of the Town of Secaucus entitled "Parks" to establish provisions for the Town of Secaucus Community Gardens

Ordinance No. 2023-28: An ordinance establishing Chapter 115 of the Code of the Town of Secaucus to address soil importation

Ordinance No. 2023-29: An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to add one location on Fifth Street as a parking location where time is restricted

ORDINANCES FOR PUBLIC HEARING (CONTINUED)

Ordinance No. 2023-30: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus "Designation of Locations at or Near Private Residences" (Deletion of a handicapped parking spot on Hudson Avenue and addition of a handicapped parking spot on Front Street)

ORDINANCES FOR INTRODUCTION

Ordinance No. 2023-31: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus "Designation of Locations at or Near Private Residences" (Deletion of a handicapped parking spot on Eighth Street and the addition of handicapped parking spots on Centre Avenue and Julianne Terrace)

Ordinance No. 2023-32: An ordinance repealing Chapter 26 of the Code of the Town of Secaucus entitled "Public Contracts"

Ordinance No. 2023-33: An ordinance amending Chapter 160A of the Code of the Town of Secaucus "Hair Salons, Barbershops, Tanning Salons, Beauty Parlors, Tattoo Parlors, Nails Salons and Massage Parlors" to update provisions for licensing

Ordinance No. 2023-34: An ordinance amending Chapter 159 of the Code of the Town of Secaucus entitled "Swimming Pools, Public" to update provisions for public swimming pools

Ordinance No. 2023-35: An ordinance updating the Code of the Town of Secaucus, Chapter 80A Hotels, Motels, Rooming Houses and Boarding Houses

RESOLUTIONS (CONSENT AGENDA)

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for an On-Premise 50/50 to be held on April 26, 2024, sponsored by Hudson Milestones

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Jersey City Capitals to use the Secaucus Ice Rink on various dates for hockey practice
- 2) Request by Hoboken High School to use the Secaucus Ice Rink on various dates for hockey practice
- 3) Request by Kearny Schools to use the Secaucus Ice Rink from November through January for hockey practices and games

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL
(CONTINUED)

4) Request by Hudson County Swim Meet to use the Secaucus Recreation Center Pool & Basketball Courts on January 15, 2024 and February 3, 2024 for Hudson County Swim Championships

5) Acceptance of removal of Firefighter Sarin Nair from the rolls of the Secaucus Volunteer Fire Department

6) Acceptance of resignation of Probationary Firefighter Nelson Issac from Engine Co. 3 in good standings

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus
CONSENT AGENDA – 11/28/23

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

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

- 1) Resolution approving tax overpayment refunds for three Secaucus properties
- 2) Resolution authorizing the 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 owned by 425 Meadowlands Parkway, LLC
- 3) Resolution authorizing the suspension of street sweeping enforcement from December 23, 2023 through March 13, 2024, in the Town of Secaucus
- 4) Resolution authorizing suspension of parking meters from December 1, 2023 to January 2, 2024 in the Town of Secaucus
- 5) A resolution to rescind Resolution 2023-275 for Change Order #2 to a contract with Brockwell & Carrington Contractors, Inc. for the construction of the Senior Center
- 6) A resolution to approve Change Order #1 to a contract with CXT, Inc. for the provision and installation of a restroom for Mill Creek Point Park
- 7) A resolution to approve Change Order #1 to a proprietary contract with Daida for Document Image Conversion Services
- 8) A resolution to award an Endpoint Protection Maintenance Contract to Motorola Solutions, Inc.
- 9) A resolution to rescind Resolution 2023-294 awarding a contract to Seacoast Chevrolet
- 10) A resolution on behalf of the Town of Secaucus authorizing a Fair and Open Solicitation process of Professional Service Contracts
- 11) A resolution on behalf of the Town of Secaucus authorizing the Secaucus Police Department to execute a Memorandum of Understanding for the Rescue Task Force with Hudson Regional Hospital Emergency Medical Services
- 12) A resolution authorizing the award of a Non-Fair and Open Contract for the provision of fire truck repairs to Valtek, Inc.
- 13) Resolution granting an unpaid leave of absence while on temporary disability with continued life insurance and for pension purposes, effective November 8, 2023 through January 3, 2024 to Maria Targi
- 14) Resolution granting an unpaid leave of absence while on temporary disability with continued life insurance and for pension purposes, effective December 9, 2023 through February 3, 2024 to Louis Canavari

- 15) Resolution appointing Nathalie Quinteros, Rinku Bhuptani and Khubi Solanki to the Regular Part-Time Fill-In Yoga Instructor positions in the Recreation Center, effective November 28, 2023, each at the rate of \$40.00 per class
- 16) A resolution rescinding Resolution 2023-303 and authorizing the award of a Non-Fair and Open Contract for the provision of Caulking Repairs for Secaucus Town Hall to Clearview Washing, LLC
- 17) Resolution appointing Joseph S. Damico to the Regular Part-Time Position of Park Attendant in the Park Patrol Department, effective November 29, 2023, at the hourly rate of \$14.50
- 18) Resolution appointing Ashley Candelaria to the Position of Regular Part-Time Relief Crossing Guard, in the Traffic Bureau Department, pending the successful completion of a background check, finger printing and physical examination, effective retroactive, November 2, 2023, at the hourly rate of \$20.00
- 19) Resolution appointing Julian Taglieri to the Regular Part-Time Position of Laborer in the Buildings & Grounds Department, effective November 6, 2023, at the hourly rate of \$15.00
- 20) Resolution rehiring Jacob Yearty to the Regular Part-Time Position of Counselor in the Before and Aftercare Programs, pending the successful completion of the background check and drug screening, effective retroactive, November 20, 2023, at the hourly rate of \$14.13
- 21) Resolution transferring Anna Formisano to the Seasonal Part-Time Position of Clerical Personnel in the Secaucus Ice Rink, effective November 4, 2023, at the hourly rate of \$12.93 and Rynne Abuhabda to the Seasonal Part-Time Position of Skateguard in the Secaucus Ice Rink, effective November 4, 2023, at the hourly rate of \$16.00
- 22) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (NJDOT LA 2023 LFIF Secaucus Town Seaview Drive Roadway Preservation Project)
- 23) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (US Department of Health and Human Services Drug Free Communities (DFC) Support Program)
- 24) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (County of Hudson 2023 Open Space Grant Agreement Pickle Ball Installation at Buchmuller Park)
- 25) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (NJ Dept. of Consumer Affairs Local Recreational Improvement 2023 Buchmuller Park Spray Park Improvements)
- 26) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (Hudson County Division of Aging Services 2023 Farmers Market Equipment and Supply Funding)

- 27) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (NJ DEP Water Quality Restoration Grant Mitigate Nonpoint Source Pollution RFP)
- 28) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (New Jersey Department of Transportation Plaza Center Streetscape Improvements)
- 29) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (2023 Open Space Grant Agreement Shetik Turf Field Refurbishment and Installation)
- 30) Resolution granting a salary adjustment for Joseph Franks to an annual salary of \$79,010.24, retroactive to October 30, 2023
- 31) Resolution granting a salary adjustment for Randall Morris to an annual salary of \$79,010.24, retroactive to October 30, 2023

ORDINANCE NO. 2023-25

BOND ORDINANCE TO AMEND SECTION 4.I OF THE BOND ORDINANCE (ORD. NO. 2020-13) ENTITLED: "BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS EQUIPMENT, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$7,825,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS," ADOPTED ON AUGUST 25, 2020.

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

Section 1. Section 4.I of Ordinance No. 2020-13 entitled:

"BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS EQUIPMENT, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$7,825,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS"

adopted by the Town Council of the Town of Secaucus, in the County of Hudson, New Jersey (the "Town") on August 25, 2020 is hereby amended to add the installation of a synthetic turf athletic field at Shetik Field to the purposes authorized, and shall hereafter read as follows:

"[Section 4.]I. (i) reconstruction of the top parking lot at Kane Stadium and (ii) installation of a synthetic turf athletic field at Shetik Field.

Appropriation and Estimated Cost	\$ 275,000
Down Payment Appropriated	\$ 13,100
Bonds and Notes Authorized	\$ 261,900
Period of Usefulness	10 years."

Section 2. The capital budget is hereby amended to conform with the provisions of this amendatory bond ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Town Clerk and is available for public inspection.

Section 3. This ordinance shall take effect twenty days after the first publication thereof after final passage.

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

Town Clerk

Mayor

Motion	Yes	No	Abstain	Absent
Second <i>RC</i>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio				✓
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

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

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

ORDINANCE NO. 2023-27

**AN ORDINANCE AMENDING CHAPTER 97 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "PARKS" TO ESTABLISH PROVISIONS FOR THE TOWN
OF SECAUCUS COMMUNITY GARDENS**

WHEREAS, the Town has previously adopted an Ordinance regulating the Town's public recreation areas in the interest of the safety, health and welfare of the public; and

WHEREAS, certain public areas within parks and other open spaces house community gardens, managed by the Environmental Department; and

WHEREAS, the Mayor and Council have determined that an update to Chapter 97 addressing the registration and regulations for the Town's community gardens is warranted.

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

Chapter 97 entitled "Parks" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows:

1. The following shall be added to the Code of the Town of Secaucus in Chapter 97 Parks:

§_____ Town of Secaucus Community Gardens

- A. Residents of the Town of Secaucus must register with the Environmental Department on an application form approved by the Town Administrator or the Administrator's designee in order to use a plot or take part in community garden activities at one of the community garden locations. A seasonal fee shall be established, and any fee schedule to obtain a community garden plot shall be kept on file with the Town Clerk.**
- B. The Town of Secaucus and the Environmental Department may promulgate rules and regulations to effectuate the foregoing and for the safe use of the community gardens. Same shall be valid upon filing said rules and regulations with the Town Clerk.**
- C. Upon proper registration and the provision of documentation in accordance with the rules and regulations set forth by the Town of Secaucus and the Environmental Department, a community garden plot will be assigned to a participant for a specified gardening season, beginning on or about May 15 through November 30. Community garden plots are limited and will be assigned to a participant for a specified season at the sole discretion of the Environmental Department.**

D. It shall be a violation to use a plot at a community garden except in conformity with the previous paragraphs and in accordance with the rules and regulations promulgated by the Town of Secaucus and the Environmental Department. Enforcement shall be by the Town of Secaucus Police Department, Environmental Department or their designee(s). Failure to comply with the rules and regulations established for the use of the community gardens may result in suspension or revocation of membership and/or the issuance of a summons in accordance with this Chapter.

2. The above reflects the full revisions to Chapter 97. 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 97 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 10-24, 2023 and finally adopted by the Mayor and Council on 11-28, 2023.

Town Clerk

Mayor

Introduction 10-24-23

Motion <i>MD</i>	Yes	No	Abstain	Absent
Second: <i>WM</i>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio				✓
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

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

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

ORDINANCE NO. 2023-28

**AN ORDINANCE ESTABLISHING CHAPTER 115 OF THE CODE OF
THE TOWN OF SECAUCUS TO ADDRESS SOIL IMPORTATION**

WHEREAS, the Town of Secaucus wants to manage the importation and deposition of soil/fill to protect the safety, public health, and general welfare of the community and the environment; and

WHEREAS, the Mayor and Council have determined that Ordinance provisions based on model New Jersey Department of Environmental Protection guidance, and as recommended by the Town's Construction Official and Environmental Engineer, should be implemented under Chapter 115.

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

1. Chapter 115 "Reserved" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows:

CHAPTER 115 SOIL IMPORTATION

§115-1 Definitions.

ACCEPTABLE SOIL/FILL

Non-water-soluble, non-decomposable, inert solids such as soil, subsoil, topsoil, sand, clay, loam, gravel, humus, rock, and/or clay, free of construction/demolition debris, garbage, refuse, or sludge that meets the requirements of this Chapter. Fill may be from an authorized quarry/mine facility. Fill shall not contain concentrations of one (1) or more contaminants that exceed the NJDEP Migration to Groundwater Soil Remediation Standards, DEP's Residential Direct Contact Soil Remediation Standards or Non-Residential Direct Contact Soil Remediation Standards, whichever is more stringent, as set forth in N.J.A.C. 7:26D, Remediation Standards.

APPLICANT

The property owner requesting a soil importation permit as provided for in this Chapter.

CONSTRUCTION/DEMOLITION DEBRIS

Mixed waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures that includes, but is not limited to, treated and untreated wood scrap; tree parts, tree stumps and brush; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and nonferrous metal; non-asbestos building insulation; plastic scrap; carpets and padding; and other miscellaneous materials.

CONTAMINATED SOIL/FILL

Any soil/fill containing contaminants exceeding the current requirements of the NJDEP Migration to Groundwater Soil Remediation Standards or the most stringent concentrations between the Non-Residential and Residential Direct Contact Soil Remediation Standards pursuant to N.J.A.C. 7:26D, Remediation Standards.

CONTAMINATED PROPERTY

Any property, including but not limited to structures, sediment, soil and water, that contains a contaminant which is present at such levels or concentration as to require action pursuant to any federal or state statutes or regulations.

DREDGED MATERIAL

Sediments removed from under a body of water such as, but not limited to, a bay, harbor, lake, stream and river, removed during a dredging operation that are displaced or removed to another location.

FILL

Material placed at a location for the purpose of filling low areas, changing the contours of an area, stabilizing existing grades and/or raising the grade of an area. Fill usually consists of soil, but may also include non-water-soluble, non-decomposable, inert solids, such as rock, gravel, brick, block, concrete, glass, and/or clay or ceramic products or any combination thereof.

LICENSED SITE REMEDIATION PROFESSIONAL (LSRP)

An experienced environmental consultant licensed by the New Jersey Department of Environmental Protection and qualified to conduct the remediation of contaminated sites in New Jersey without prior New Jersey Department of Environmental Protection approval in accordance with all remediation statutes, and Department rules and regulations.

MAJOR SOIL PERMIT

The official document issued by the Town of Secaucus for the moving of greater than two hundred (200) cubic yards of material on one site.

MINOR SOIL PERMIT

The official document issued by the Town of Secaucus for the moving of fifteen (15) to two hundred (200) cubic yards of material on one site.

PERMIT

The official document issued by the Town of Secaucus approving the Soil Importation Application. For 15 to 200 cubic yards of material, a Minor Soil Fill Permit will be issued. For greater than 200 cubic yards of material, a Major Soil Fill Permit will be issued.

PERSON

Includes an individual, firm, corporation, association, society or partnership, or other business entity and their agents or employees.

REMEDIAL ACTION

As defined in the Technical Requirements for Site Remediation (Technical Requirements) at N.J.A.C. 7:26E-1.8, those actions taken at a contaminated site as may be required by the Department, including, without limitation, removal, treatment measures, containment, transportation, securing, or other engineering or institutional controls, whether to an unrestricted use or otherwise, designed to ensure that any contaminant is remediated in compliance with the applicable remediation standards. Remedial action continues as long as an engineering control or an institutional control is needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met.

REMEDIATION

“Remediation” or “remediate” means all actions to investigate, clean up, or respond to any known, suspected, or threatened discharge of contaminants, including the preliminary assessment, site investigation, remedial investigation, and remedial action, or any portion thereof, provided, however, that “remediation” or “remediate” shall not include the payment of compensation for damage to, or loss of, natural resources.

TOPSOIL

The arable soil is within eight (8) inches of the surface.

TOWN

Refers to the Town of Secaucus, County of Hudson, State of New Jersey.

§115-2 Permit required for deposit of acceptable soil/fill material

- A. No person shall deposit or place soil/fill material, or cause, allow, or permit soil/fill to be placed on any property in the Town of Secaucus unless a permit is issued by the Town and any other applicable county, state or federal approval(s) or permit(s) are obtained.

All other required local, state or federal approvals or local Soil Conservation District requirements regarding the acceptability and placement of soil/fill materials shall be adhered to.

This Chapter does not apply to soil/fill imported for the purposes of remediation pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, N.J.A.C. 7:26C) and Technical Requirements for Site Remediation (N.J.A.C. 7:26E), operation and/or closure of sanitary landfills (N.J.A.C. 7:26), or dredge repository sites approved by State or Federal agencies.

- B. Unless otherwise exempt, no permit shall be issued unless:

- (1) the applicant submits proof that the soil/fill material has been tested consistent with any applicable requirements set forth herein;
- (2) the soil/fill meets the definition of acceptable soil/fill; and
- (3) the application otherwise conforms with the standards of this Chapter.

§115-3 Permit Exemptions.

A person is not required to obtain a permit under this Chapter for the following:

- A. Minor filling associated with landscaping activities at any property where up to fifteen (15) cubic yards, or as otherwise allowed by the New Jersey Department of Environmental Protection under applicable regulations, per year of acceptable soil/fill material is being deposited.
- B. Fill for septic installation and/or repair certified to be such by a licensed New Jersey engineer or approved by the local health agency.
- C. Virgin quarry products including, but not limited to, rock, stone, gravel, sand, clay and other mined natural products when it is certified as quarry/mine material by a licensed quarry/mine. Documentation must be provided for this exemption.
- D. Acceptable soil/fill material being moved from one section of an owner's property to another section of the same property.

E. Soil/fill imported to or moved within a properly licensed Class B recycling facility.

F. Acceptable soil/fill moved from a properly licensed Class B recycling facility.

G. Public works projects conducted for or contracted by a public entity or utility regulated by the Board of Public Utilities provided the soil/fill material meets the definition of acceptable soil/fill.

H. The storage of sand, soil, stone, topsoil, mulch or other similar materials on lawfully existing landscaping and contractor yards, provided the materials are in conformance with the Soil Rankings Criteria found in N.J.A.C. 7:26D, Appendix 1, Table 1A.

§115-4 Responsibility for obtaining permit

The property owner receiving the soil/fill material is responsible for obtaining the permit.

§115-5 Duration of permit

Each permit issued under the terms of this Chapter shall be valid only for the volume, location(s) and soil/fill material described therein and shall be valid for the duration of the project specified in the permit application.

In granting permits, the Construction Official, Town Engineer or their designee shall have the power to place conditions and terms on the permit in the interest, health, safety and general welfare and in accordance with the specifications of this Chapter.

§115-6 Permit Application Requirements

The procedure to apply for a Soil/Fill Importation Permit shall be as follows:

A. All applications for Soil/Fill Importation Permits shall be filed with the Town of Secaucus' Construction Department who shall administer the applications and permits.

B. Fees shall be remitted at the time of application. The fee shall address the costs associated with the review of the application and for any field monitoring inspections, as applicable.

Minor Soil Fill Permit (15 to 200 cubic yards) Fee: \$150.00

Major Soil Fill Permit (greater than 200 cubic yards) Fee: \$500.00

C. The application shall include Form SI-1 Acceptable Soil/Fill Material Certification Form to be completed as follows:

(1) By the soil/fill material supplier

Part 1: The date the form is completed, the soil/fill supplier's name, title, company name, State of New Jersey A-901 license number, address, telephone number, and e-mail contact information.

Part 2: The site name(s), address(es), and block/lot of the property(ies) supplying the soil/fill material.

Brief history of the source property(ies), including current or past use of the property, and the New Jersey Department of Environmental Protection Program Interest Number (if applicable).

Answers to questions 1 through 3.

Provide analytical testing results, number of samples collected and analyzed, and justification for the number of samples collected and parameters tested in accordance with applicable requirements in the most recent NJDEP "Fill Material Guidance for SRP Sites."

All analytical testing shall be performed by a New Jersey Department of Environmental Protection Certified Laboratory.

If analytical testing was not conducted, justification for making a determination that the soil/fill is acceptable without having analytical results must be presented and approved by the Town.

For Major Soil Fill Permits, an LSRP must certify (signature) that the material being imported meets the definition of acceptable soil/fill. For Minor Soil Fill Permits, an LSRP or Certified Subservice Evaluator must certify (signature) that the material being imported meets the definition of acceptable soil/fill.

- (2) By the person receiving or placing acceptable soil/fill material

Part 3: The date the form is completed, the name, title, company name, address, telephone number, and e-mail contact information.

The address of the location where soil/fill placement will be placed.

Answers to questions 1 through 5.

Certification (signature) from the person receiving or placing the soil/fill material.

- (3) For Major Soil/Fill Importing Permit (greater than 200 cubic yards): The application shall also include signed and sealed Site Plans and Geotechnical Engineering Reports in accordance with the guidelines set forth on the Form SI-1 Acceptable Soil/Fill Material Certification Form.

§115-7 Review of Application

Within thirty (30) days after receipt of a complete application, the Town shall review the application and either approve, conditionally approve or deny the application.

§115-8 Appeals

Whenever an application for a permit is denied, the applicant may appeal the denial to the Town Administrator by filing a written notice of appeal with the Town Clerk within thirty (30) days after receiving written notice of the denial of such application. The Town Administrator shall thereafter hold a hearing within sixty (60) days on the matter and may modify, affirm or reverse the decision.

§115-9 Violations and penalties

Any person who violates any provision of this Chapter shall be liable to a fine of not more than \$2,000 or to imprisonment for a term not to exceed ninety (90) days or both such fine and imprisonment, at the direction of the Municipal Court. Every day in which such violation continues after due notice has been served shall constitute a separate violation or offense. Upon order of the Court, the violator shall pay all costs associated with analytical testing, remediation, removal and proper disposal of soil/fill material determined to not to comply with the definition of acceptable soil/fill.

§115-10 Permit suspension or revocation

The person receiving a permit pursuant to this Chapter shall comply with all conditions set forth in the permit. Submitting false information or noncompliance with a permit may subject the person receiving a permit to a penalty pursuant to §115-9 and/or suspension or revocation of such a permit.

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. This Ordinance shall be subject to review and recommendation by the Town Planning Board in accordance with N.J.S.A. 40:55D-26.
5. The County Planning Board shall be provided notice of this proposed ordinance in accordance with N.J.S.A. 40:27-6.10.
6. 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.

7. This Ordinance shall take effect immediately upon passage and publication in accordance with the law.

IT IS FURTHER ORDAINED that the remainder of this Chapter 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 10-24, 2023 and finally adopted by the Mayor and Council on 11-28, 2023.

Town Clerk

Mayor

Introduction 10-24-23

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

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

TOWN OF SECAUCUS
Construction Department
Municipal Government Center
1203 Paterson Plank Road, 4th Floor
Secaucus, New Jersey 07094
201-330-2027



FORM SI-1 ACCEPTABLE SOIL/FILL MATERIAL CERTIFICATION FORM

Instructions: The supplier shall make the acceptability determination at the site of soil/fill origin and will complete Parts 1 and 2 of this form. Part 3 will be completed by the person receiving the material to be used as acceptable soil/fill material.

Part 1: Supplier of Soil/Fill Material Information

Date: _____

Name (print): _____ Title: _____

Company Name: _____

State of New Jersey A-901 License Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email Address: _____

Part 2: Source of Acceptable Soil/Fill Material Site Information

Source Site Name: _____

Past Site Name(s) if known: _____

Street Address: _____

Block: _____ Lot(s): _____

City: _____ State: _____ Zip: _____

Brief history of the source property, including all current and past property uses and the State of New Jersey DEP Program Interest Number (if applicable):

1. Has the source property ever been known or suspected to be contaminated? _____
2. Do historical operations at the property reflect or suggest the potential for radiological contaminants? _____
3. Are there naturally occurring radiological materials known or suspected at the source property? _____

If applicable, the date(s) soil/fill material was subject to analytical testing (provide copies). All soil/fill subject to analytical testing requirements as set forth in §115-6(C)(1):

** For Major Soil Fill Permits, a LSRP must certify (signature) that the material being imported meets the definition of acceptable soil/fill. For Minor Soil Fill Permits, a LSRP or Certified Subservice Evaluator must certify (signature) that the material being imported meets the definition of acceptable soil/fill.*

Certification

I, the undersigned, certify under penalty of law, that the information provided in Parts 1 and 2 of this form is true and correct to the best of my knowledge and that the soil/fill material meets the definition of acceptable soil/fill as identified in Town Ordinance Chapter 115. I also certify, based upon visual inspection, that the soil material does not contain solid waste, any free liquid other than water, obvious signs of staining or discoloration, and that it will not create a public nuisance such as, but not limited to, odors.

Signature: _____

Print Name: _____

Part 3: Person Receiving or Placing Acceptable Soil/Fill Material

Date: _____

Name (print): _____ Title: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email Address: _____

Physical address of soil/fill placement:

Street Address: _____

Block: _____ Lot(s): _____

City: _____ State: _____ Zip: _____

1. Purpose for importing soil/fill: _____

2. Quantity/volume, in cubic yards, of acceptable soil/fill material to be imported or placed: _____

3. Anticipated date of placement: _____

4. Anticipated date of final grading: _____

5. Anticipated date of securing the deposited fill (seeding, macadam, etc.): _____

Certification

I, the undersigned, certify under penalty of law that the information provided is true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name: _____

For Major Soil/Fill Importing Permit (greater than 200 cubic yards)

Please return the fully completed Form SI-1 with the following:

- Two (2) signed and sealed copies of the Site Plan
- Two (2) signed and sealed copies of a Geotechnical Engineering Report

GUIDELINES FOR SITE PLAN

***For Major Soil/Fill Importing Permit (greater than 200 cubic yards)**

Please ensure the following are presented:

1. Location of all property lines.
2. Block and lot designations.
3. Existing buildings, structures, and utilities on the property and within 200 feet of the proposed fill stockpile area.
4. Location, nature and extent of any existing filled areas.
5. Existing topography and drainage on the property and within 200 feet of the proposed fill/stockpile area.
6. Existing contour lines at two-foot intervals.
7. Proposed contour lines at two-foot intervals after filling the soil.
8. Location of any wetlands, streams, or other environmentally sensitive areas on the property.
9. Location of any tidelands on the property.
10. Key map.
11. Delineated area on the property and acreage of proposed fill/stockpile.
12. Proposed fill sequence and final elevations.
13. Soil erosion and sedimentation control measures.
14. Site security measures.
15. All forms, certifications and soil testing analysis as required by Ordinance.

GUIDELINES FOR GEOTECHNICAL ENGINEERING REPORT

***For Major Soil/Fill Importing Permit (greater than 200 cubic yards)**

Please ensure the following are presented:

1. The fill/stockpile operation shall be conducted in accordance with the approved site plan and engineering report.
2. Manifest shall remain on the site and open for inspection for the entire length of the project.
3. The designated responsible person in charge shall provide full-time supervision of the fill/stockpile operation.
4. The site shall be secured/monitored to prevent dumping or unauthorized access of any kind.
5. Fill/stockpile operations shall only be conducted during the permitted times: Monday through Friday from 7:00 a.m. to 6:00 p.m.; Saturday from 8:00 a.m. to 5:00 p.m.
6. Monthly monitoring reports shall be submitted to the Town detailing the progress of the fill/stockpile operation.
7. All fill shall meet the standards set forth in Town Ordinance §115-1 for "Acceptable Soil/Fill."
8. Upon completion of the fill operation, the site shall be graded, covered, and seeded in accordance with the engineering report, and cleared of all equipment and materials.
9. Upon completion of the operation, both the responsible person in charge and the professional engineer who prepared the site plan and engineering report shall certify that the fill/stockpile operation was conducted in accordance with the approved plan and engineering report for submission to the Town for review and approval.
10. Soil Erosion and Sediment Control Plan approval by the County Soil Conservation District (Hudson Essex Passaic Soil Conservation District HEPSCD) shall be submitted to the Town prior to the start of earthwork operations.

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

ORDINANCE NO. 2023-29

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO ADD ONE LOCATION ON
FIFTH STREET AS A PARKING LOCATION WHERE TIME IS RESTRICTED**

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

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

WHEREAS, upon the review and recommendation of the Traffic Committee, the Mayor and Council have determined that one parking space in front of the Elms Building, which serves the Town's senior and disabled residents, located at 777 Fifth Street shall be designated as fifteen (15) minute parking for medical transport vehicles in the interest of public safety and welfare.

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 change shall be made to §127-26 "Schedule IV: Time Limit Parking Certain Days" of the Code of the Town of Secaucus and the following location shall be deemed time limited parking area under § 127-10. Chapter 127 be, and is hereby amended and supplemented to read as follows: (additions is indicated in **bold**):

Name of Street	Side	Hours	Maximum Time (Minutes)	Location
Fifth Street	West	8:00 a.m. to 3:00 p.m. Mondays through Fridays	15; Medical transport drop-off and pick- up only	Directly in front of 777 Fifth Street for the length of one standard parking space beginning at the southern edge of the designated fire lane

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on 10-24, 2023 and finally adopted by the Mayor and Council on 11-28, 2023.

Town Clerk

Mayor

Introduction 10-24-23

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

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

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2023-30

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

SECTION 1

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

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

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>
Front Street	West	On the west side of Fourth Street, beginning at a point 88 north of the northwest corner of Front Street And Fourth Street continuing north for a distance of 20 feet on the side of 240 Front Street

That the parking space designated for 240 Front Street adopted by Ordinance is to be personalized for Placard Number P2696250.

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 October 24, 2023 and finally adopted by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

Introduction 10-24-23

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

Adoption 11-28-23

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. 2023-31

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Eighth Street	West	On the west side of Eighth Street, beginning at a point 56 feet north of the northwest corner of Clarendon Street and Eighth Street continuing north for a distance of 18 feet in front of 839 Eighth Street

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Centre Avenue	North	On the north side of Centre Avenue, beginning at a point 70 feet west of the northwest corner of Humboldt Street and Centre Avenue continuing west for a distance of 20 feet in front of 124 Centre Avenue

Julianne Terrace

South

On the south side of
Julianne Terrace,
beginning at a point 505
feet west of the
southwest corner of
Schopmann Drive and
Julianne Terrace
continuing west for a
distance of 20 feet in
front of 295 Julianne
Terrace

That the parking space designated for 124 Centre Avenue adopted by Ordinance is to be personalized for Placard Number P2719654.

That the parking space designated for 295 Julianne Terrace adopted by Ordinance is to be personalized for Placard Number P2696287.

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 November 28, 2023 and finally adopted by the Mayor and Council on December 12, 2023.

Town Clerk

Mayor

Introduction 11-28-23

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

Adoption 12-12-23

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. 2023-32

**AN ORDINANCE REPEALING CHAPTER 26 OF THE CODE OF
THE TOWN OF SECAUCUS ENTITLED "PUBLIC CONTRACTS"**

WHEREAS, the Town previously adopted Chapter 26 of the Code of the Town of Secaucus on August 25, 2009, with subsequent amendments, to address contribution limitations on the award of certain contracts; and

WHEREAS, in April 2023, the State of New Jersey enacted the Elections Transparency Act (2023 N.J. Laws 30) to address pay-to-play regulations statewide; and

WHEREAS, the State of New Jersey Division of Local Government Services issued Local Finance Notice 2023-14 recommending that municipalities repeal local pay-to-play ordinances that were previously permitted under N.J.S.A. 40A:11-51; and

WHEREAS, the Town of Secaucus, upon review of the above and the advice of Town Counsel, is repealing its Ordinance to reflect the State's regulations and guidance.

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

1. Chapter 26, Article I of the Code of the Town of Secaucus entitled "Public Contracts, Pay to Play Reform Ordinance," originally adopted on August 25, 2009, under Ordinance Number 12-2009 and with subsequent amendments to certain provisions, be repealed in its entirety.
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 be published in accordance with law and shall take effect upon such.

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 _____, 2023 and finally adopted by the Mayor and Council on _____, 2023.

Town Clerk

Mayor

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

ORDINANCE NO. 2023-33

**AN ORDINANCE AMENDING CHAPTER 160A OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "HAIR SALONS, BARBERSHOPS, TANNING SALONS,
BEAUTY PARLORS, TATTOO PARLORS, NAIL SALONS AND MASSAGE
PARLORS" TO UPDATE PROVISIONS FOR LICENSING**

WHEREAS, the Town of Secaucus has previously adopted an Ordinance licensing hair salons, barbershops, tanning salons, beauty parlors, tattoo parlors, nail salons and massage parlors in the interest of the safety, health and welfare of the public; and

WHEREAS, licensing is done annually for the various personal service businesses by the Board of Health pursuant to Chapter 160A of the Code of the Town of Secaucus; and

WHEREAS, upon the recommendation of the Department of Health, the Mayor and Council have determined that an update to Chapter 160A addressing the categories, requirement and annual license fees are warranted.

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

1. Chapter 160A entitled "Hair Salons, Barbershops, Tanning Salons, Beauty Parlors, Tattoo Parlors, Nail Salons and Massage Parlors" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows (additions are indicated in **bold**, deletions are marked by ~~crossouts~~):

§ 160A-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BODY ART -- Practice of physical body adornment in approved establishments by operators utilizing, but not limited to, body piercing, tattooing, or permanent cosmetics.

COSMETOLOGY BUSINESS -- Cosmetology Business shall encompass any person, firm or corporation that represents to the public that said person, firm or corporation is or are engaged in the occupation or business of shaving, trimming of facial hair; shampooing, cutting, arranging, dressing, curling, or any styling of hair; applying cosmetic preparations, antiseptics, tonics, lotions, creams, or makeup to scalp, face, or neck; massaging, cleansing, or stimulating face, neck, chest, or back only with or without

cosmetic preparations; removing hair from face, neck, arms, legs or other areas by use of waxing, tweezing, or electrolysis; manicuring of nails or nail sculpting; pedicuring of toenails; and/or application or removal of semi-permanent or permanent cosmetics on eyes, lips, or, eyebrows. Cosmetology Business shall incorporate all persons, firms or corporations operating as, but not limited to, a nail salon, hair salon, barbershop, beauty parlor, spa, skin-care spa or specialty personal service spa.

PERSONAL CARE SERVICE BUSINESS – shall refer to all services licensed under this Chapter, including all persons, firms or corporations operating a tattoo parlor, tanning salon, massage parlor or cosmetology business, including but not limited to, a nail salon, hair salon, barbershop, beauty parlor, spa, skin-care spa, specialty personal service spa.

MASSAGE PARLORS — Any business offering the activity of structured touch which includes holding, applying pressure, positioning, and mobilizing soft tissue of the body by manual technique and use of visual, kinesthetic, auditory and palpating skills to assess the body for purposes of applying therapeutic massage, body work or somatic principals. Such application may include the use of therapy such as heliotherapy or hydrotherapy, the use of moist hot and cold external applications, external application of herbal or topical preparations not classified as prescription drugs, explaining, and describing myofascial movement, self-care and stress management as it relates to massage, body work and somatic therapies. Massage, body work and somatic therapy practices are designed to affect the energetic systems of the body for the purpose of promoting and maintaining the health and well-being of the client. Massage, body work and somatic therapies will not include the diagnosis or treatment of illness, disease, impairment or disability.

TATTOO PARLOR OR BODY ART PARLOR- Tattoo parlor shall mean any place wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of body piercing or permanent affixing of tattoos or body art.

TANNING SALON - Tanning salon shall mean anyplace wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of providing beds or booths, which tans or alters the color of the skin.

§ 160A-2. License required; regulations applicable to all licenses issued under this chapter; fees.

The following regulations are applicable to all licenses issued for personal care services. The meeting of said requirements is in addition to any regulations specified in this Chapter for a particular category of personal care services, as defined above and specified in the applicable section.

- A. Required. It shall be unlawful to operate any ~~barber shop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor,~~ **personal care service business** in the Town of Secaucus, County of Hudson, State of New Jersey, without first obtaining a license therefor as required and provided for in this chapter. **A current license from the Town of Secaucus Department of Health must be maintained at all times.**

Both initial and renewal applications shall be completed fully with accurate information. Applications shall be submitted with all documentation required by the Board of Health, including but not limited to:

- (1) Photo identification of all owners, operators, and other licensed service providers at the premises.**
- (2) Proof of current licensure for all owners, operators, and other licensed service providers at the premises.**
- (3) Proof of liability insurance.**

For initial applications, attendance at a Board of Health meeting by the owner and/or applicant is required. Attendance shall be at the first Board of Health meeting following the initial inspection and prior to final licensure approval.

- B. Compliance; misrepresentation. Any application which fails to conform or to comply with the requirements of this chapter or which contains any **false statements or** misrepresentations shall constitute sufficient grounds for the denial of the application. ~~and any~~ **Any** license which may be issued ~~with an intentional based on false information or~~ misrepresentation contained in the application shall be subject to suspension or revocation in addition to penalties hereinafter mentioned.
- C. Terms. Each such license shall become effective January 1 of any given year and will be renewable ~~by mail~~ annually. **In order to continue operation, each establishment shall apply for a renewal of their license no later than January 31 of each year. If a renewal application and payment are not received by January 31, the Secaucus Department of Health has right to deem the license forfeited.**
- D. Annual fee. ~~The annual~~ **Annual** fee is due with ~~the~~ application and will be required to be paid ~~by January 31 of any given~~ **each** year after. **The current annual license fee shall be kept on file in the Town Clerk's Office. All fees are non-refundable.**

~~All annual fees are \$20 with the exception of the following:~~

~~(1) — Salon (Nail, Hair and Barbershops): \$75.~~

~~(2) — Tanning Salon: \$50.~~

~~(3) — Tattoo Parlor: \$150.~~

~~(4) — Massage Parlors. The applicant shall pay a \$50 fee upon filing an initial application for the operation of a business engaged in providing massage therapy services and any individual applicant (as opposed to a business entity) who wishes to be licensed for massage therapy purposed under this chapter shall pay an initial application fee of \$20. All licenses shall be valid for a period one year. All provisions of this chapter, including the requirement of filing fees, shall apply to renewals in the same manner as they apply to applications for initial licenses.~~

- E. Nontransferable. These ~~licenses~~ **Licenses** are not transferable.
- F. Lists of suppliers. **Upon request, every** ~~Every~~ owner or applicant of a barber shop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor upon request of the ~~Board of Health~~ shall furnish to the **Department** of Health the names and addresses of any person, firm or corporation supplying them with any item that is used in its establishment for the purpose of enabling the **Board Department** of Health to examine the sanitary and hygienic conditions under which said materials are handled.
- G. Water supply. Every **licensed premises** ~~barbershop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor~~ upon request of the ~~Board of Health~~ shall contain hot and cold running water.
- H. Sterilization of equipment and instruments, use of medication. All shaving brushes, razors, scissors, clipping machines, pincers needles, nail clippers, combs, brushes and any other instrument or equipment used in ~~a barbershop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon~~ upon the person of any customer or otherwise shall be sterilized before usage. Any material or medication used to stop the flow of blood or otherwise applied in treatment of facial or skin injury shall be of safe character and shall be applied in a sterile manner and be properly disposed.
- I. Use of linen. It shall be unlawful to wash or dry in the licensed premises any towels that were used or that have come into contact with a patron. It shall be unlawful to use covering cloths on more than one person successively, except when either a clean towel or a paper neck is applied next to the skin between each covering cloth and the skin to prevent contact of the skin with such covering cloth.

Adherence to Regulations. Each licensee shall be deemed responsible for a clean and safe business operation on the premises in accordance with all health and sanitary codes. All applicable federal, state and local laws, regulations and rules must be adhered to at all times. Violations or convictions, whether criminal or civil in nature, against the personal service care business or any

person, firm or corporation related to the licensee's business may result in adverse action against an application or a license.

- J. Separation of living quarters. No part of the premises **that contains the licensed business shall be** used, as a barbershop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor shall be occupied, or used or furnished for sleeping quarters. ~~and rooms in the rear or to the side of the~~ **Rooms located on the** premises which may be used as **are permitted and zoned as** living quarters shall be separated from the barbershop **the licensed business** by a permanent partition extending from ceiling to floor, ~~And and~~ any door leading thereto shall be kept closed at all times except as used for ingress and egress.
- K. Sign stating hours of operation, required. All ~~barber shop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor~~ **personal care service businesses** shall have a sign not less than 18 inches wide by 16 inches long on which shall be prominently stated the hours of the premises. The said sign shall be displayed in such a manner that all persons frequenting the said location shall have an unobstructed view thereof.
- L. Inspections; reinspection fee. The Health Officer or ~~his/her~~ **their** designee shall enter said premises at any time with no advance warning. The premises must be inspection ready at all times. The Health Officer, ~~Public Health Investigator, the~~ Secaucus Police Department **of their designees** are the other authorities that may enter said premises for complaints or general inquiries. All findings will be reported to the Health Officer as soon as possible.

~~Each barbershop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, massage parlor, and spa~~ **personal care service business** will be inspected at least one time annually, where a certificate of inspection (pass or fail) will be posted. This certificate must be posted in clear view of all patrons entering said locations.

~~At which time an inspection is made and it is found to be of unsatisfactory condition it will put the said location on notice and schedule a reinspection and a reinspection fee of \$40 will be charged.~~

If an unsatisfactory inspection occurs, the personal service business will be put on notice and a reinspection must be scheduled. There shall be a \$100.00 non-refundable fee for each reinspection needed.

- M. Licenses must be displayed. All licenses issued by the Board of Health must be posted and available to all patrons entering said location. In the locations where there is additional licensing (by the State of New Jersey), all individual licenses of operators and owners must be posted at the said premises and must be valid. (The personal information that is on the license may be blocked out but must be accessible to the inspecting individual.)
- N. ~~Appeals. In the event that any applicant for a license shall have been refused a license or in the event that any license shall have had his/her license revoked or suspended by the Health Officer, said person shall have the right and privilege to~~

~~appeal from such refusal to grant license or suspension or revocation of license to the Board of Health of the Town of Secaucus provided however that not less than 14 days written notice of such appeal shall have been served upon the Board of Health either in person or registered mail return receipt requested and a date of hearing before the Board of Health shall be fixed no later than 30 days after the receipt of said notice of appeal. Thereupon the Board of Health shall notify said person of the place, date and time of hearing.~~

- O. ~~Fines. Any barbershop, hair salon, beauty parlor, tattoo parlor, nail salon, tanning salon, or any other establishment that comes under the jurisdiction of the Board of Health, that violates any part of this chapter shall be fined as follows and be paid within 10 days of said violation.~~
- ~~A. First offense: \$100.~~
 - ~~B. Second offense: \$300.~~
 - ~~C. Third and subsequent offenses: \$500. (said offense requires a review meeting with the Board of Health).~~

~~If licensee fails to correct any violation within the given time period, the license may be revoked until such corrections are made.~~

- P. ~~Reapplication After Revocation Prohibited. No person, business entity, owner, corporate officer, partner, limited liability member, immediate family member, associate or someone acting in their behalf, after having their license revoked, shall be granted a license upon reapplication. The Board of Health or any member thereof shall not be permitted to issue a license to operate a massage parlor under this or any other ordinance of the Town of Secaucus to any such revokee. If the applicant hereunder is a person this ordinance shall apply to all immediate family members of said person.~~

§ 160A-3. Additional Requirements for Massage parlor licenses.

- A. ~~It shall be unlawful to operate any massage parlor in the Town of Secaucus, County of Hudson, State of New Jersey without first obtaining a license therefor. The owner of a massage parlor desiring a license shall make written application to the Board of Health of the Town of Secaucus, County of Hudson, State of New Jersey, setting forth the name of the applicant, location of the places sought to be licensed, whether or not the applicant is registered by the New Jersey State Department of Health and any other facts which the Board of Health may consider pertinent. Said application shall be on a form prescribed by the Board of Health of the Town of Secaucus.~~
- B. **A. Conditions for issuance. In addition to the requirements of §160A-2, a license to operate a massage parlor shall not be issued to any person, firm or corporation a business entity or person unless he/she/it meets the following conditions are met:**

- (1) Owners, corporate officers, partners, **and/or** limited liability members submit a

completed application as required by the Ordinance, along with proof of State Licensure to own/operate a massage parlor.

- (2) **Owners, corporate officers, partners, and/or limited liability members** ~~Is~~ **are** at least 18 years of age.
- (3) ~~Is~~ **Provides documentation of current license/certification** ~~licensed/certified~~ pursuant to N.J.S.A. 45:11-53 *et seq.* (The Massage, Body Work and Somatic Therapy Certification Act) and regulations promulgated hereto.
- (4) Submits a certification from a duly licensed physician of the State of New Jersey stating that the applicant(s) **is/are** free from contagious and communicable disease, dated within thirty (30) days of the date of the application.
- (5) ~~Applicant s~~**Submits** three (3) recent photographs that shall be approximately 2 x 2 inches showing the head and shoulders of the applicant(s) **is/are** in a clear and distinguishing manner. Each applicant shall ~~be fingerprinted by the Chief of Police or his designee and shall~~ undergo a background check by the Chief of Police **or a specified third party**, which cost shall be borne by the applicant. (If there have been no violations of this chapter and the applicant has been continually licensed from their initial application, fingerprinting shall only be required upon the initial application). ~~The applicant completes an application in a form maintained on file with the Board of Health, Town of Secaucus.~~
- (6) The applicant(s) ~~has/have~~ not been convicted or pled guilty to violating any provisions of the Criminal Code included in N.J.S.A. 2C:34-1 *et seq.* and/or N.J.S.A. 2C:14-2 or their equivalent in another jurisdiction.
- (7) **The applicant(s) has/have** Has not made a false statements in connection with an application for licensure under this Ordinance.
- (8) **Does not have violations of any requirements of Article II of this Chapter.**

- ~~C.~~ **B.** Restrictions on location. No application for a new massage parlor establishment license shall be granted unless the establishment is more than 1,000 feet away from any public or private educational institution (including **day care centers**, elementary, high school and/ or college level) or house of worship.

~~§ 160A-4. Tattoo parlor license. [Added by BOH Ord. No. 2013-1]~~

~~A. Definition. Tattoo parlor shall mean any place wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of body piercing, or permanent affixing of tattoos.~~

~~B. License required. It shall be unlawful to operate a tattoo parlor in the Town of~~

~~Secaucus, County of Hudson, State of New Jersey without first obtaining a license therefor. The owner of a tattoo parlor desiring a license shall make written application to the Board of Health of the Town of Secaucus, County of Hudson, State of New Jersey, on a form prescribed by the Board of Health of the Town of Secaucus, and include the following:~~

~~(1) All relevant requirements of Section 160A-2.~~

~~(2) Photo Identification of the owner.~~

~~(3) Proof of liability insurance.~~

~~(4) Application fee as found in Section 160A-2.~~

~~C. Attendance at Board of Health meeting required. Applicants must attend the first Board meeting following the initial inspection and prior to final approval.~~

~~D. Term; renewal. Said license will be valid for one year. Renewals will be required on January 31 of each year.~~

~~§ 160A-5. Tanning salon license. [Added by BOH Ord. No. 2013-1]~~

~~A. Definition. Tanning salon shall mean anyplace wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of providing beds or booths, which tans or alters the color of the skin.~~

~~B. License required. It shall be unlawful to operate a tanning salon in the Town of Secaucus, County of Hudson, State of New Jersey without first obtaining a license therefor. The owner of a tanning salon desiring a license shall make written application to the Board of Health of the Town of Secaucus, County of Hudson, State of New Jersey, on a form prescribed by the Board of Health of the Town of Secaucus, and include the following:~~

~~(1) All relevant requirements of Section 160A-2.~~

~~(2) Photo Identification of the owner.~~

~~(3) Application fee as found in Section 160A-2.~~

~~C. Attendance at Board of Health meeting required. Applicants must attend the first Board meeting following the initial inspection and prior to final approval.~~

~~D. Term renewal. Said license will be valid for one year. Renewals will be required on January 31 of each year.~~

~~§ 160A-6. Hair salon and barbershop license. [Added by BOH Ord. No. 2013-1]~~

~~A. Definition. Hair salon and/or barbershop shall mean anyplace wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of shaving, clipping, cutting, coloring, shampooing or trimming of hair.~~

~~B. License required. It shall be unlawful to operate a hair salon, barbershop in the Town of Secaucus, County of Hudson, State of New Jersey without first obtaining a license therefor. The owner of a hair salon, barbershop, nail salon, or spa desiring a license shall make written application to the Board of Health of the Town of Secaucus, County of Hudson, State of New Jersey, on a form prescribed by the Board of Health of the Town of Secaucus, and include the following:~~

- ~~(1) Photo Identification of the owner.~~
- ~~(2) Proof of state licensure of the owner and all employees.~~
- ~~(3) Application fee as stated in Section 160A-2.~~

~~C. Attendance at Board of Health meeting required. Applicants must attend the first Board meeting following the initial inspection and prior to final approval.~~

~~D. Term renewal. Said license will be valid for one year. Renewals will be required on January 31 of each year.~~

~~§ 160A-7. Nail salon license. [Added by BOH Ord. No. 2013-1]~~

~~A. Definition. Nail salon shall mean anyplace wherein any person, firm or corporation represents to the public that the said person, firm or corporation is or are engaged in the occupation or business of clipping, cutting, filing or massaging the hands or feet.~~

~~B. License required. It shall be unlawful to operate a nail salon in the Town of Secaucus, County of Hudson, State of New Jersey without first obtaining a license therefor. The owner of a nail salon desiring a license shall make written application to the Board of Health of the Town of Secaucus, County of Hudson, State of New Jersey, on a form prescribed by the Board of Health of the Town of Secaucus, and include the following:~~

- ~~(1) Photo Identification of the owner.~~
- ~~(2) Proof of State licensure of the owner and all employees.~~
- ~~(3) Application fee as may be found in Section 160A-2.~~

~~C. Attendance at Board of Health meeting. Applicants must attend the first Board meeting following the initial inspection and prior to final approval.~~

~~D. Term; renewal. Said license will be valid for one year. Renewals will be required on January 31 of each year.~~

§160A-4 License suspension or revocation; penalty.

The person, firm or corporation receiving a license pursuant to this Chapter shall comply with all conditions set forth. Noncompliance with the requirements of this

Chapter or with a license may subject the person, firm or corporation receiving a license to a penalty pursuant to §160A-5 and/or suspension or revocation of the license.

§160A-5 Violations and penalties.

Any person who violates any provision of this Chapter shall be liable to a fine of not more than \$2,000.00 at the direction of the Municipal Court. Every day in which such violation continues after due notice has been served shall constitute a separate violation or offense.

§160A-6 Appeal of a license suspension or revocation.

Whenever an application for a license or renewal is denied, or a license is revoked or suspended pursuant to this Chapter, the applicant or licensee may appeal such to the Town Administrator by filing a written notice of appeal with the Town Clerk within ten (10) days after receiving written notice of the denial, revocation or suspension. The Town Administrator shall thereafter hold a hearing within twenty (20) days on the matter and may modify, affirm or reverse the decision. Any appeal of the Town Administrator's decision shall be made in writing within ten (10) days to the Board of Health. The Board of Health shall review the record and modify, affirm or reverse the decision of the Town Administrator within twenty (20) days. If desired, the Board of Health may hold a hearing on the matter. At the sole discretion of the Health Officer, the licensee may or may not be permitted to operate pending the final decision.

...

ARTICLE II

Additional Massage Parlor Regulations

...

§ 160A-17. ~~Term of license.~~

~~Generally speaking, a license shall be issued for three calendar years beginning with the year in which the license was issued.~~

§ 160A-18. ~~Display of license.~~

~~All licenses issued hereunder shall be exhibited in a prominent place inside the business establishment.~~

§ 160A-19. Revocation of license.

In addition to Article I of this Chapter, the following are grounds for revocation of massage parlor licenses:

- A. The conviction of any applicant or licensee of any criminal offense, quasi-criminal offense or sanitary code violation related to the licensee's business, or any sex-related offense may constitute a forfeiture of the license and said license shall be deemed revoked.
- B. Each licensee shall be deemed responsible for a clean and safe business operation on the premises. The violation of any law at said premises or any provisions of this chapter may be grounds for the revocation of the license to operate massage therapy on the premises.

~~§ 160A-20. Revocation procedure.~~

- ~~A. Licenses issued under this chapter may be revoked by the Town Clerk, Town Administrator, Construction Code Official or Chief of Police for violations of any terms or conditions of this chapter.~~
- ~~B. Notice of an informal hearing for revocation of a license before any of the individuals identified in Subsection A above, shall be given in writing setting forth the grounds of complaint and time and place of hearing. Such notice shall be served personally upon the licensee or mailed by registered letter to the licensee at his last known address at least five days prior to the date set for hearing.~~
- ~~C. In the event of a revocation of license, the Town Clerk, Town Administrator, Construction Code Official or Chief of Police shall report his/her findings and reasons therefor to the applicant/licensee in writing.~~

~~§ 160A-21. Appeal.~~

~~The applicant or licensee may appeal any denial or revocation of a license within 30 days of receiving written notice of such denial or revocation by submitting to the City Town Clerk a written request for a hearing by the Mayor and Council. The Mayor and Council shall hold a hearing within 45 days within the date of request for a hearing. The Mayor and Council shall issue a decision to the applicant or licensee within 10 days of its decision or within 45 days of the hearing whichever is sooner. The time provided may be extended and/or waived on a mutually agreeable basis by the Mayor and Council and the applicant and/or licensee.~~

~~In the event of any appeal, the license will remain in effect until the Mayor and Council renders its discussion.~~

~~§ 160A-22. Violations and penalties.~~

- ~~A. The Town of Secaucus may, in lieu of revocation, impose a fine or suspend a license. The fine may not exceed \$1,250. Each day the violation is committed~~

~~or permitted to continue shall constitute a separate offense and each day shall be subject to such a fine.~~

~~B. A violation of any section of this Article may also be grounds for revocation of any license, certificate of occupancy or permit issued by the town for the premises.~~

§ 160A-23. Non-preemption.

This ~~chapter~~ **Article** is intended to be read in pari materia with any and all state regulations appertaining to the same or similar subject matter, including, but not by way of limitation, any and all **rules, regulations and guidance** established by the **New Jersey Board of Massage and Bodywork Therapy**. ~~Massage, Bodywork and Somatic Therapy Examining Committee operating under the New Jersey Board of Nursing (P.L. 1999, c. 19, approved February 8, 1999, Assembly Bill No. 843).~~

2. The above reflects the full revisions to Chapter 160A. 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 160A 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 _____, 2023 and finally adopted by the Mayor and Council on _____, 2023.

Town Clerk

Mayor

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

ORDINANCE NO. 2023-34

**AN ORDINANCE AMENDING CHAPTER 159 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "SWIMMING POOLS, PUBLIC" TO UPDATE PROVISIONS
FOR PUBLIC SWIMMING POOLS**

WHEREAS, the Town has previously adopted an Ordinance licensing public and quasi-public swimming pools in the interest of the safety, health and welfare of the public; and

WHEREAS, licensing is done annually by the Board of Health pursuant to Chapter 159 of the Code of the Town of Secaucus; and

WHEREAS, upon the recommendation of the Department of Health, the Mayor and Council have determined that an update to Chapter 159 addressing the annual license fees and penalties for non-compliance are warranted.

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

1. Chapter 159 entitled "Swimming Pools, Public" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows (additions are indicated in **bold**, deletions are marked by ~~crossouts~~):

§ 159-4 Fee.

~~The annual fee for a license to operate a swimming pool is hereby fixed at \$200.~~

The current annual license fee shall be kept on file in the Town Clerk's Office. The fee is non-refundable.

§ 159-5 Violations and penalties.

~~The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuance of the violation may be punished as provided above for each separate offense.~~

Failure to comply with this chapter may result in suspension or revocation of the license and/or the issuance of a summons in accordance with this chapter. Any person violating or failing to comply with any of the provisions of this chapter shall, upon conviction thereof, be punishable by a fine as follows:

First offense: ~~\$100.~~ **\$300.**

Second offense: ~~\$300.~~ **\$600.**

Third and subsequent offense: ~~\$500~~ **\$1,000.** (said offense requires a review meeting with the Board of Health).

The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuance of the violation may be punished as provided above for each separate offense.

This fine shall in no way limit the licensee's culpability for compliance with the other provisions of the licensing ordinance.

2. The above reflects the full revisions to Chapter 159. 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 159 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 _____, 2023 and finally adopted by the Mayor and Council on _____, 2023.

Town Clerk

Mayor

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

ORDINANCE NO. 2023-35

**AN ORDINANCE UPDATING THE CODE OF THE TOWN OF SECAUCUS,
CHAPTER 80A HOTELS, MOTELS, ROOMING HOUSES AND BOARDING HOUSES**

WHEREAS, the Town previously adopted §80A-1 to -13 of the Code of the Town of Secaucus to address the licensing and certain operational requirements of hotels, motels and rooming and boarding houses within the Town; and

WHEREAS, the Town of Secaucus licenses approximately 17 hotels and motels within the Town and the safety, health and welfare of all guests, visitors, residents, employees and the general public are of utmost concern to the Mayor and Council; and

WHEREAS, updates to this Chapter are recommended to address local safety, fire, health and welfare concerns in the issuance of said licenses.

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

1. Chapter 80A of the Code of the Town of Secaucus entitled “Hotels, Motels, Rooming Houses and Boarding Houses” shall be amended as follows (deletions reflected by ~~crossouts~~; additions reflected in **bold**):

~~CHAPTER 80A HOTELS, MOTELS, ROOMING HOUSES AND BOARDING HOUSES~~

§ 80A-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CRITICAL CLASSIFICATIONS

A job classification related to housekeeping, food preparation or food service, front desk/front service and engineering at a hotel. Such classifications include but are not limited to room attendants, house persons, bell/door persons, front desk agents, engineers and maintenance employees, cooks, stewards, bartenders and servers.

CRITICAL EMPLOYEES

Employees who work in Critical Classifications.

DISQUALIFYING VIOLATION

A conviction or finding of liability for:

(1)

A crime involving terrorism or moral turpitude, including, but not limited to, prostitution, human trafficking, drug crimes and child pornography.

(2)

A violation of health and safety laws or codes, including, but not limited to, building safety, fire safety, and food hygiene laws which occurred within the past five years.

(3)

A violation of labor laws or codes which occurred within the past three years.

(4)

A willful violation of any of the provisions of Chapter 80A which occurred within the past five years.

GUEST

Any person who occupies a unit of dwelling space either as a temporary occupant or transient in an establishment holding itself out as serving transients or on a temporary or permanent basis in an establishment providing housekeeping or dining services on a regular basis to occupants.

HOTEL, MOTEL

~~Any person, partnership, firm, association or corporation in the business of conducting a hotel, motel, inn, tourist home, or similar establishment where sleeping accommodations are furnished for pay to persons, regardless of whether such persons are tourists, transients or residents.~~

Any building, including but not limited to any related structure, accessory building, and land appurtenant thereto, and part thereof, which contains ten or more units or sleeping facilities for twenty-five or more persons, and is kept, used, maintained, advertised as, or held out to be, a place where sleeping or dwelling accommodations are available to transient or permanent guests. At least 85% of the hotel or motel units must be for transient guests. The term hotel, motel and lodging house shall be used interchangeably.

HOTEL OPERATOR

Any person, partnership, firm, association, corporation or limited liability corporation in the business of owning or conducting a hotel, motel, inn, tourist

home, or similar establishment where sleeping accommodations are furnished for pay to persons, regardless of whether such persons are tourists, transients or residents. This shall include an ~~An~~ agent of the hotel owner, which operates the entirety of the hotel or motel.

HOTEL OWNER

The person or entity which has title to the premises which operates as a hotel or motel.

LICENSEE

The holder of the license to conduct such hotel or motel business.

MODIFIABLE MEDIA

Any media which has yet to be disseminated or which may be modified after dissemination, including but not limited to any type of digital advertising. By way of example, an ad in print newspaper that has already been printed is not modifiable, but a digital ad is. By way of further example, a hotel's web site, social media account webpage, booking site and the like are modifiable media.

OCCUPANT

~~Any person or persons, including guests, in actual physical possession or occupancy of a unit of dwelling space on a regular basis. For purposes of assigning specific duties or responsibilities, the term "occupant," unless the text indicates otherwise, shall mean the tenant, lessee, head of the family or household or other adult person or emancipated minor assuming basic responsibility for the continued renting or occupancy of the dwelling space.~~

PERSON

An individual, firm, partnership, corporation, **limited liability corporation** or association of persons.

PREDECESSOR EMPLOYER

A hotel which employed critical employees to provide services at a Hotel immediately prior to a successor employer.

~~ROOMING HOUSES, BOARDING HOUSES AND OTHER LODGING FACILITIES~~

~~Any building, together with any related structure, which is not regulated by the State of New Jersey, Department of Community Affairs pursuant to the Rooming and Boarding House Act of 1979 and amendments thereto.~~

SERVICE DISRUPTION

The occurrence of any of the following:

(1)

The temporary or permanent closure of any advertised amenity for a period of twenty-four (24) hours or more, including but not limited to, pool, spa, shuttle service or food and beverage service.

(2)

Any uncontested or final determination by a local, state or federal court or agency of health or safety violations, including, but not limited to, food safety, fire safety, building safety or the like.

(3)

Any construction that creates unusual noise.

(4)

Any strikes, lockouts, picketing or protest activity.

(5)

Any infestation of hotel rooms by bed bugs, lice or other insects or vermin that are capable of spreading disease or being carried that has not been evaluated and/or in the process of being remedied by a licensed exterminator.

SUCCESSOR EMPLOYER

A new hotel that succeeds the predecessor employer in the provision of any similar services at a hotel.

TRANSIENT GUEST OR TRANSIENT RENTAL

A stay or residence at a hotel or motel for a period lasting no more than ninety (90) days.

§ 80A-2 License required.

No person shall engage in the business of conducting a hotel or motel without first obtaining a license therefor from the Town of Secaucus as hereinafter provided.

§ 80A-3 Application for license.; **Requirements for licensure.**

A.

Each applicant for such license shall make a written application on a form supplied by the Construction Code Official setting forth **or attaching the following to indicate that all license requirements stated below are met:**

- (1) The name, residence and postal address of the applicant.
- (2) The exact location of the proposed licensed premises.
- (3) A description of the buildings, structures and accommodations upon said lands.
- (4) A statement of the number of housing or lodging units at said hotel or motel and the maximum number of persons that can be accommodated at any given time.
- (5) A description of the automobile parking spaces and facilities.
- (6) The name and address of the owner of said land and buildings.
- (7) The name or names of the person or persons on the licensed premises upon whom process may be served.
- (8) A detailed description of the register or system used for the registration of persons to whom accommodations are extended as required by § 80A-9 hereof.
- (9) Whether any **hotel operator**, person, ~~or partner~~ **or stockholder of a partnership, firm, association, corporation or limited liability corporation** ~~partnership, member of a limited liability corporation~~ or any stockholder of a corporation holding 5% or more of the stock thereof or any director or officer thereof, has ever been liable for a disqualifying violation and if so, the details thereof, including, with respect to each conviction, the name of the person convicted, the date thereof, the nature of the crime, the court in which the conviction was entered and the punishment imposed.
- (10) A statement of the measures that will be taken to prevent criminal activity in the hotel including terroristic acts, prostitution, drug use or sale, **theft**, assault and battery and the like.
- (11) A statement of the measures that will be utilized to avoid excessive noise, congestion and conditions that would necessitate the utilization of public resources and/or impede vehicular or pedestrian traffic, such as public intoxication, loitering, construction, repairs, strikes, pickets, or other activity.
- (12) ~~In the case of corporate or Limited Liability Company ("LLC") applicants, the~~ **The** names and residences of all ~~stockholders/members~~

~~holding 5% or more of any stock of the corporation; any hotel operator, person, or partner or stockholder of a partnership, firm, association, corporation or limited liability corporation, and the names and residences of all officers of the corporation or LLC and the office held by each.~~

(13) A copy of the Certificate of Registration issued by the State of New Jersey pursuant to N.J.S.A. 55:13A-12 and N.J.A.C. 5:10-1.11.

(14) A statement of compliance with all relevant provisions of the New Jersey Uniform Fire Code, N.J.A.C. 5:70- 1.1 et al.

(15) A copy of hotel policy on fire safety in units, such as a safe operation guide for any cooking apparatus or a prohibited cooking apparatus list, and a statement as to how copies are provided to each guest or provided in each unit in the interest of fire safety.

B.

Application change. Any change in the information set forth in the application during the term of the license shall be forthwith communicated by the licensee in writing to the Construction Code Official.

C.

Renewal application. Each applicant for a renewal license shall make a written application each year on a form supplied by the Construction Code Official setting forth all of the information set forth in Subsection A and, in addition:

(1) A description of any disruptions that created noise, **nuisance** or impeded vehicular or pedestrian traffic outside of the hotel, such as public intoxication, loitering, construction/repairs, pickets or protest activity that required outreach to and/or involvement of police or on-site security. For each such incident, provide a detailed explanation, including the licensee's response and plan to prevent recurrence, if any.

(2) A description of any charges filed or convictions based on criminal activity at the hotel, including, but not limited to, terroristic acts, the use or sale of drugs, prostitution, assault or battery, and the like. For each such incident, provide a detailed explanation, including the licensee's response and plan to prevent recurrence.

(3) A list of any fire and alarm system calls and emergency service responses in the preceding year. If excessive or repetitive in nature, provide a detailed explanation including the licensee's response, actions taken and plan to prevent recurrence.

~~§ 80A-4 Disqualifying violations barring issuance of license.~~

~~No such license shall be issued to or renewed for any person who has a disqualifying violation, nor shall any such license be issued to any corporation or limited liability corporation in which any stockholders/members holding 5% or more of any of the stock thereof or in which any director, officer or member shall have a disqualifying violation. A license applicant may request a waiver of this bar by submitting a letter with an explanation of the disqualifying violations and how they have been remedied, along with any supporting documentation. The Mayor and Council shall have the authority to grant such a waiver after reviewing the applicant's request, if they determine that the disqualifying violations have been remedied, are unlikely to recur, and denial of a license would be contrary to the interests of the Town and would cause undue hardship to the applicant.~~

§ 80A-4 Hotel and Motel Additional Requirements for Licensure.

All hotels and motels are subject to the following:

- (1) At least 85% of the hotel or motel units must be for transient guests. Transient guests cannot extend their stay longer than ninety (90) days by moving into another unit within the same establishment. A permanent, on-site living arrangement for management personnel is excluded for non-transient rentals.**

Hotels and motels licensed for the year 2023 shall adhere to the limitation on non-transient rentals by December 31, 2024. This subsection shall apply immediately to hotels and motels newly licensed after the adoption of this Ordinance on December 12, 2023.

- (2) For hotel and motel units that install or want to permit the preparation, cooking or heating of food in a unit, mechanical ventilation sufficient to promptly remove cooking odors and vapor to the exterior of the premises without first circulating them within the interior habitable space of the unit are required.**

This subsection shall not apply to kitchen facilities in hotel and motel units previously permitted and legally operating prior to the adoption of this Ordinance on December 12, 2023.

- (3) A hotel or motel, or any portion of such, shall not be used as an emergency shelter or homeless shelter unless authorized by the Town of Secaucus pursuant to a Resolution in coordination with local and county offices of emergency management, health departments and law enforcement.**

§ 80A-5 Investigation; issuance of license.

A.

The Construction Code Official shall forward copies of all applications for initial and renewal licenses to the Health Officer and the Fire Inspector of the Town of Secaucus, each of whom, including the Construction Code Official, shall inspect the premises to determine whether or not the premises comply with applicable health, fire and construction code ordinances, regulations and statutes. If the premises do not comply with such regulations, said official shall notify immediately the Construction Code Official in a written report, or in the case where the Construction Code Official determines noncompliance with the applicable regulations, which the Construction Code Official shall attach to the application and forward to the applicant, notifying the applicant that his application is denied. The applicant may correct any deficient situation and request a reinspection for the purpose of securing a hotel-motel license. The Construction Code Official shall also forward a copy of the application to the Secaucus Police Department for investigation of the applicant. If the reports of the aforementioned Town officers/inspectors and Police Department indicate that the premises and applicant are satisfactory, the Construction Code Official shall certify the same and issue said license ~~along with a copy of the approved application to the Mayor and Council.~~

B.

The Official shall consider the following in determining whether to grant an initial or renewal license:

- (1) The applicant has demonstrated an ability to ensure the health and safety of customers, employees, residents and others who interact with the applicant's business.
- (2) Applicant's employment practices reflect Secaucus' desire to promote good jobs and economic benefits for its residents and those who work within its boundaries.
- (3) The applicant's business is not substantially disruptive to the peace, comfort or overall well-being of the surrounding community. Examples of

disruptions include, but are not limited to, undue noise; congestion; obstruction of pedestrian or vehicular traffic; and circumstances unjustifiably conducive to public intoxication/loitering, crowds/noise and criminal activity.

(4) The applicant does not rent or offer to rent rooms for periods of less than twelve (12) consecutive hours.

(5) The applicant's hospitality business is operated in such a manner that attracts and does not deter entities from seeking hospitality services in Secaucus and that promotes Secaucus' competitive advantage with respect to other, nearby hospitality markets.

(6) The applicant has not violated the ~~rules~~ **provisions** contained in this ~~section, Chapter, or unless~~ the applicant has sufficiently remedied violation(s) and minimized the possibility of the recurrence of such violation(s) **in a manner and to an extent that is satisfactory to the Construction Code Official.**

(7) The requirements of N.J.S.A. 55:13A-1 et al. and all local, state and federal regulations are met.

(8) The applicant, hotel operator, person, partner or stockholder of a partnership, firm, association, corporation or limited liability corporation does not have a disqualifying violation.

(9) The applicant provided full information and not made any false statements in connection with an application for licensure under this Chapter.

...

~~§ 80A-12 Suspension or revocation of license; hearing.~~

~~A.-~~

~~Any license issued under this chapter may be suspended or revoked by the Construction Code Official for any of the following causes, provided that said licensee shall be afforded a hearing and reasonable notice of such hearing prior to such suspension or revocation before the Town Administrator.~~

~~(1)-~~

~~Knowingly permitting the licensed premises to be used regularly, alone or in association with others, for "lewdness" or "public indecency," both defined by Title 2C of the New Jersey Statute Annotated (New Jersey Code of Criminal Justice) or any disorderly conduct or any other violation of the law or failure to make reasonable effort to abate~~

~~such use by ejecting such tourists, transients, travelers or other occupants of the licensed premises, notifying law enforcement authorities or other legal means.~~

~~(2)-~~

~~False statements made in an application for a license.~~

~~(3)-~~

~~Finding of a disqualifying violation by:~~

~~(a)-~~

~~The licensee, if an individual.~~

~~(b)-~~

~~Any stockholder holding 5% or more of the stock of a corporate licensee, or the non-corporate equivalent.~~

~~(c)-~~

~~Any partner, member, director or officer of said corporate licensee.~~

~~B.-~~

~~Notice of the hearing for suspension or revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be given personally or mailed to the licensee at his last known address at least five days prior to the date set for such hearing.~~

~~C.-~~

~~Such license may, pending suspension or revocation proceedings, be suspended for not more than 10 days by the Construction Code Official if, in his opinion, the conduct of the licensee is detrimental to the health, safety and welfare of guests of said hotel or motel or the inhabitants of the Town.~~

~~D.-~~

~~A licensee may appeal any decision of the Town Administrator to the Mayor and Council by the filing of a written notice to appeal within seven days of the Town Administrator's decision. The Mayor and Council shall hear such appeal within 10 days of the notice to appeal by the applicant. An appeal to the Mayor and Council shall stay a suspension or revocation. The Mayor and Council shall affirm, reverse, modify or remand back to the Town Administrator such decision, to the licensee within 15 days of such hearing.~~

§80A-12 License suspension or revocation; violations; penalty.

- A. The person, partnership, firm, association, corporation or limited liability corporation receiving a license pursuant to this Chapter shall comply with all conditions set forth. Noncompliance with the requirements of this Chapter or with a license may subject the person, partnership, firm, association, corporation or limited liability corporation receiving a license to suspension or revocation of the license and/or a penalty as specified in subsection B.
- B. Any person, partnership, firm, association, corporation or limited liability corporation, by its officers, employers, agents or members who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000 or by imprisonment for a term not exceeding 90 days or both. The continuation of each successive day shall constitute a separate offense and the person or persons allowing or permitting the continuation of the violations may be punished as provided for above for each separate offense.

...

~~§ 80A-14 Violations and penalties:~~

~~Any person, limited liability corporation or corporation, by its officers, employers, agents or members who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000 or by imprisonment for a term not exceeding 90 days or both. The continuation of each successive day shall constitute a separate offense and the person or persons allowing or permitting the continuation of the violations may be punished as provided for above for each separate offense.~~

§80A-14 Appeal of a license suspension or revocation.

Whenever an application for a license or renewal is denied, or a license is revoked or suspended pursuant to this Chapter, the applicant or licensee may appeal such to the Town Administrator by filing a written notice of appeal with the Town Clerk within ten (10) days after receiving written notice of the denial, revocation or suspension. The Town Administrator shall thereafter hold a hearing within twenty (20) days on the matter and may modify, affirm or reverse the decision. At the sole discretion of the Construction Code Official, the licensee may or may not be permitted to operate pending appeal and the final decision in the interest of health, safety and welfare.

2. This repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed.
3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.
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 shall take effect immediately upon passage and publication in accordance with law.

Resolution No. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION APPROVING TAX OVERPAYMENT REFUND(S)

WHEREAS, it has been determined by the Tax Collector that the taxpayer(s) indicated are entitled to tax overpayment refund(s) for 4th Quarter 2023 and;

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that the requested overpayment refund(s) be made:

The Tax Collector is hereby authorized to make overpayment refund(s) in the amount shown to the taxpayer(s).

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
18	5.051		333 Meadowlands Pkwy	\$ 41,912.64
79	13		687 Second Street	250.00
119	18.02		284 Centre Avenue	2,828.01

BE IT RESOLVED, that a copy of this resolution be forwarded to the Tax Collector and Chief Financial Officer; and

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 THE 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
OWNED BY 425 MEADOWLANDS PARKWAY LLC.

WHEREAS, 425 Meadowlands Parkway LLC is the current owner of real property located at 425 Meadowlands Parkway, otherwise designated as Lot 5.041 Block 18, respectively on the official Tax Maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey from an Added Assessment upon this property for the 2023 Tax Year; and

WHEREAS, the Parties have agreed to roll back the Added Assessment that was inadvertently placed upon it; and

WHEREAS, with the rollback of the Added Assessment the Assessed Value of the subject property for the 2023 Tax Year was adjusted from:

Land:	\$2,528,500
Improvements:	<u>\$6,056,500</u>
Total:	\$8,585,000

to:

Land:	\$2,528,500
Improvements:	<u>\$5,166,500</u>
Total:	\$7,695,000

WHEREAS, the Town Tax Assessor and the Town's Appraisal Consultant have agreed to the roll back of the Added Assessment to the real property for the subject Tax Year in accordance with the settlement; and

WHEREAS, as a result of the roll back Added Assessment for the 2023 Tax Year the Taxpayer is entitled to a tax refund of thirty-five thousand three hundred twenty-four dollars and 10/100 (\$35,324.10) dollars; and

WHEREAS, the Taxpayer has further agreed to waive statutory pre-judgment interest on the tax refund; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to roll back the Added Assessment on the subject real property in accordance with 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 Assessed Value for the 2023 Tax Year for Block 18 Lot 5.041 shall be:

Land:	\$ 2,528,500
Improvement:	<u>\$ 5,166,500</u>
Total:	\$ 7,695,000

2. The 2023 Tax Year Complaint and respective Counterclaim shall be withdrawn.

3. The Taxpayer shall receive a total refund for the 2023 Tax Year in the amount of Thirty-five thousand three hundred twenty-four dollars and 10/100 (\$35,324.10).

4. The Town Tax Assessor is hereby authorized to correct his records to reflect the Town's approval of this settlement; and

5. The Town Tax Collector is hereby authorized to correct her records to reflect the Town's determination to approve this settlement.

6. The Town Tax Collector is hereby authorized to make the appropriate payment of a tax refund in the amount calculated by her office and to notify the Taxpayer's counsel of same.

7. 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
First:				
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 AUTHORIZING THE SUSPENSION OF STREET SWEEPING
ENFORCEMENT FROM DECEMBER 23, 2023 THROUGH MARCH 13, 2024,
IN THE TOWN OF SECAUCUS**

WHEREAS, the Mayor and Town Council have determined that the enforcement of street sweeping in the Town of Secaucus should be suspended from December 23, 2023 through March 13, 2024, for the parking convenience of the residents and public during the winter weather months.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the enforcement of street sweeping in the Town of Secaucus shall be suspended from December 23, 2023 through March 13, 2024; and

BE IT FURTHER RESOLVED, that all other parking signs and winter weather advisories pertaining to parking shall remain in effect and be enforced; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to the Secaucus Police Department.

Adopted: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

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 AUTHORIZING SUSPENSION OF PARKING
METERS FROM DECEMBER 1, 2023 TO JANUARY 2, 2024
IN THE TOWN OF SECAUCUS**

WHEREAS, the Mayor and Council have determined that parking meters in the Town of Secaucus should be suspended from December 1, 2023 to January 2, 2024 to allow greater convenience for holiday shoppers.

NOW, THEREFORE, BE IT RESOLVED, that parking meters in the Town of Secaucus shall be suspended from December 1, 2023 to January 2, 2024.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to the Secaucus Police Department.

Adopted: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO RESCIND RESOLUTION 2023-275 FOR CHANGE ORDER #2 TO
A CONTRACT WITH BROCKWELL & CARRINGTON CONTRACTORS, INC. FOR
THE CONSTRUCTION OF THE SENIOR CENTER**

WHEREAS, the Town of Secaucus has a contract with Brockwell & Carrington Contractors, Inc. for the Construction of the Senior Center, authorized under **Resolutions 2023-100** and **2023-258**, in the amount of \$6,113,081.00; and

WHEREAS, it has been determined that Change Order #2 in the amount of \$36,463.35 was not required due to the funds allocated under the previous contract costs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that **Resolution 2023-275**, adopted by the Mayor and Town Council on October 11, 2023 authorizing Change Order #2 for the Construction of the Senior Center is hereby Rescinded; 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: November 28, 2023

Resolution No. _____

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

**A RESOLUTION TO APPROVE CHANGE ORDER #1 TO A CONTRACT WITH
CXT, INC. FOR THE PROVISION AND INSTALLATION OF A RESTROOM
FOR MILL CREEK POINT PARK**

WHEREAS, the Town of Secaucus has a contract with CXT, Inc. for the Provision and Installation of a Restroom for Mill Creek Point Park under Resolution 2023-130 in the amount of \$54,720.00; and

WHEREAS, it has been determined that additional work is required, which will increase the total contract cost by Two Thousand One Hundred Dollars and 00/100 (\$2,100.00); and

WHEREAS, there is a need for a Change Order #1 to increase the contract with CXT, Inc. in the amount of Two Thousand One Hundred Dollars and 00/100 (\$2,100.00), which will increase the overall contract amount to Fifty-Six Eight Hundred Twenty Dollars 00/100 (\$56,820.00) representing a 3.8% increase; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 1021505570602003.

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 #1 for CXT, Inc. in the amount of Two Thousand One Hundred Dollars and 00/100 (\$2,100.00) is hereby approved.

Adopted: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO APPROVE CHANGE ORDER #1 TO A PROPRIETARY
CONTRACT WITH DAIDA FOR DOCUMENT IMAGE CONVERSION SERVICES**

WHEREAS, the Town of Secaucus has a contract with DAIDA for Document Image Conversion Services under Resolution 2023-176 in the amount of \$18,805.00; and

WHEREAS, it has been determined that additional documents are required by the Secaucus Construction Department, which will increase the total contract cost by Five Thousand Six Hundred Twenty-One Dollars and 96/100 (\$5,621.96); and

WHEREAS, there is a need for a Change Order #1 to increase the contract with DAIDA in the amount by Five Thousand Six Hundred Twenty-One Dollars and 96/100 (\$5,621.96), which will increase the overall contract amount to Twenty-Four Thousand Four Hundred Twenty-Six Dollars and 96/100 (\$24,426.96) ; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11322-069.

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 #1 for DAIDA in the amount of Five Thousand Six Hundred Twenty-One Dollars and 96/100 (\$5,621.96) is hereby approved.

Adopted: November 13, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO AWARD AN ENDPOINT PROTECTION MAINTENANCE CONTRACT
TO MOTOROLA SOLUTIONS, INC.**

WHEREAS, the Town of Secaucus' Police Department has the continued need for a Maintenance Contract for Onsite and Software Endpoint Protection Services; and

WHEREAS, the Town of Secaucus' Police Department has obtained a quote from Motorola Solutions, Inc. of Woodcliff Lake, NJ, that was provided to the Qualified Purchasing Agent, in the amount of Thirty-Four Thousand Two Hundred Fifty-Nine Dollars and 27/100 (\$34,259.27); and

WHEREAS, the Maintenance Services that are offered will be procured through New Jersey State Contract #83925, previously authorized for use under Resolution 2023-2; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21312-069.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award Service Contract for Onsite and Software EndPoint Protection Services to Motorola Solutions, Inc. at an amount not to exceed Thirty-Four Thousand Two Hundred Fifty-Nine Dollars and 27/100 (\$34,259.27); and

BE IT FURTHER RESOLVED, that the Contract term shall be for a one (1) year term, to begin on December 1, 2023; and

BE IT FURTHER RESOLVED, that Motorola Solutions, 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: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO RESCIND RESOLUTION 2023-294 AWARDED A CONTRACT
TO SEACOAST CHEVROLET**

WHEREAS, a contract with Seacoast Chevrolet was awarded by the Mayor and Town Council on October 24, 2023 under Resolution 2023-294 for the Purchase of a 2023 Chevrolet Bolt EUV; and

WHEREAS, the vehicle is no longer available for purchase.

NOW, THEREFORE, BE IT RESOLVED, that Resolution 2023-294 for the Purchase of a 2023 Chevrolet Bolt EUV is hereby rescinded; and

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

Adopted: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING A FAIR AND OPEN SOLICITATION PROCESS
OF PROFESSIONAL SERVICES CONTRACTS**

WHEREAS, the Town of Secaucus is desirous of obtaining expert professional services to serve the Town in both statutory and operationally required functions; and

WHEREAS, the Town Attorney has prepared a Fair and Open Solicitation Process for Professional and other services for the period of February 15, 2024 to February 14, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk shall be authorized to post and accept proposals for obtaining such Professional and other services as follows:

1. Professional Services – **Special Counsel.**
2. Professional Services – **Special Counsel, Litigation.**
3. Professional Services – **Town Auditor.**
4. Professional Services – **Tax Appeal Attorney.**
5. Professional Services – **Labor Attorney.**
6. Professional Services – **Consulting Engineer.**
7. Professional Services – **Town Surveyor.**
8. Professional Services – **Bond Counsel.**
9. Professional Services – **Special Bond Counsel.**
10. Professional Services – **Real Property Appraiser.**
11. Professional Services – **Alcoholic Beverage Control Board Counsel.**
12. Professional Services – **Public Relations Specialist/Grant Writer.**
13. Professional Services – **Municipal Prosecutor.**
14. Professional Services – **Planning Board Attorney.**
15. Professional Services – **Zoning Board of Adjustment Attorney.**
16. Professional Services – **Municipal Public Defender.**
17. Professional Services – **Town Architect.**
18. Professional Services – **Planner.**

19. Professional Services – **Town Veterinarian.**
20. Professional Services – **Environmental Consultant.**
21. Professional Services – **Information Technology Consultant.**
22. Professional Service – **Secaucus Board of Health Attorney.**

Adopted: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
SECAUCUS POLICE DEPARTMENT TO EXECUTE A MEMORANDUM OF
UNDERSTANDING FOR THE RESCUE TASK FORCE WITH HUDSON REGIONAL
HOSPITAL EMERGENCY MEDICAL SERVICES**

WHEREAS, the Town of Secaucus Police Department has recommended the formation of a Rescue Task Force to join Law Enforcement and EMS for the protection of the citizens of the Town of Secaucus against terrorist related mass casualty incidents, including active shooter incidents; and

WHEREAS, first responders regularly respond to a variety of incidents, and these incidents can include terrorist attacks involving firearms, explosives, fire as a weapon, and other highly destructive weapons; and

WHEREAS, as these incidents are becoming increasingly more common, the Town of Secaucus recognizes the need to integrate the local Law Enforcement and EMS response organizations into a single, cohesive team (Rescue Task Force) capable of operating in highly volatile situations with a goal of increasing pre-hospital patient survivability; and

WHEREAS, participants in the Rescue Task Force will have standardized training, tactics and equipment with initial funding for training and equipment for the Rescue Task Force provided by the Northern New Jersey Urban Area Security Initiative.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus that approval is given for the Town Administrator, Secaucus Police Chief or their designee to execute the Memorandum of Understanding for a period of five (5) years between the Secaucus Police Department and Hudson Regional Hospital Emergency Medical Services to provide response support to the Town's Rescue Task Force; and

BE IT FURTHER RESOLVED, that the Mayor and Council support this collaborative and integrated Law Enforcement and EMS rapid response initiative in the interest of the safety, health and welfare of all members of the community; and

BE IT FURTHER RESOLVED, that initial funding for training and equipment for the Rescue Task Force will be provided by the Northern New Jersey Urban Area Security Initiative with ongoing training and equipment updates contained in the budget of the Secaucus Police Department; and

BE IT FURTHER RESOLVED, that the Town Administrator, Secaucus Police 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.

November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

Date: November __, 2023

To: Mayor Gonnelli and the Town Council

From: Chief Dennis Miller

Subject: Memorandum of Understanding between the Secaucus Police Department and Hudson Regional Hospital Emergency Medical Services to provide response support to the Rescue Task Force for Secaucus

RECOMMENDATION

It is recommended that the Mayor Gonnelli and the Town Council authorize the execution of the attached Memorandum of Understanding for the formation of a Rescue Task Force to join Law Enforcement, EMS, and Fire in a common operating goal for the protection of the citizens of Secaucus against terrorist related mass casualty incidents, including active shooter incidents.

SCOPE

This Memorandum of Understanding is between Secaucus Police Department and Hudson Regional Hospital Emergency Medical Services.

FISCAL IMPACT/FUNDING SOURCE

The initial funding source for activities identified in this Memorandum of Understanding and associated training and equipment is provided by the Northern New Jersey Urban Area Security Initiative. If Secaucus Police Department and Hudson Regional Hospital Emergency Medical Services agree to continue the partnership developed under this Memorandum of Understanding beyond equipment expiration, as well as privately contracted training, subsequent funding for the local Rescue Task Force activities and resources identified will be the responsibility of the partnering agencies within this Memorandum of Understanding.

BACKGROUND

First responders regularly respond to a variety of incidents. The current trend of home grown and foreign terrorist attacks have shifted to attacks using firearms, explosives, fire as a weapon, and other highly destructive weapons. These incidents are becoming increasingly common. Secaucus recognizes the need to integrate the local Law Enforcement, EMS, and Fire response organizations into a single, cohesive team capable of operating in these highly volatile situations. The ultimate goal of the Rescue Task Force Program is to increase pre-hospital patient survivability.

The overwhelming focus of this new and innovative program requires a paradigm shift and change in thinking. Studies have shown that any delay in treatment increases the risk of mortality.

Dennis Miller
Chief of Police
Secaucus Police Department

**MEMORANDUM OF UNDERSTANDING BETWEEN SECAUCUS POLICE
DEPARTMENT AND HUDSON REGIONAL HOSPITAL EMERGENCY MEDICAL
SERVICES FOR THE FORMALIZATION
OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES
AND READINESS FOR THE FORMATION OF A RESCUE TASK FORCE TEAM FOR
THE TOWN OF SECAUCUS**

General Purpose

The Purpose of this MOU is to establish a formal understanding between participating parties for the collaborative participation in the Secaucus Rescue Task Force. This agreement applies to the deployment of participating agency members within Secaucus.

General Provisions

This Memorandum of Understanding is dated for identification this ____ day of November 2023, and is made by and between Secaucus Police Department, with a base of operations at 1203 Paterson Plank Road Secaucus, New Jersey (hereinafter referred to as "POLICE"); and Hudson Regional Hospital Emergency Medical Services with a base of operations at 55 Meadowland Parkway, Secaucus, New Jersey (hereinafter referred to as "EMS");

RECITALS

- a) POLICE, EMS, and FIRE agencies are dispatched to respond to high risk/critical incidents requiring specially trained Rescue Task Force teams.
- b) POLICE, EMS, and FIRE have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective agencies.
- c) POLICE, EMS, and FIRE recognize that having a cadre of highly trained and skilled responders throughout the three disciplines, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury and loss of life to victims; and increases the likelihood of successful patient survivability during critical incidents through the increased capabilities provided thereof.
- d) Each participating agency has expressed a desire to respond more swiftly and consistently to critical incidents. Standardized and continuous training of our personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of the Rescue Task Force.
- f) The purpose of this document is to formalize an agreement between POLICE, EMS, and FIRE as it pertains to the ongoing, regular, and standardized training and equipping of these

respective agencies, so that they can more effectively provide support for one another; and operate as a fully integrated team when the incident warrants said response.

- g) POLICE, EMS, and FIRE now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

1. ENTITIES' STATUS

It is formally agreed that the response of POLICE, EMS, and FIRE will retain their status as separate and independent agencies which possess the unique skills and capabilities to act as a fully integrated Rescue Task Force team when the situation dictates such response under the ultimate authority of POLICE.

2. MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the Rescue Task Force teams are mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness of the team.
- b) Provide for an enhanced *rapid response* Rescue Task Force team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed at a local, community based level.

3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect for five years in conjunction with the expiration of distributed ballistic gear.

Any party listed herein has the right to terminate participation at any time and for any reason.

POLICE has the right to terminate this MOU, inclusive of the requisition of current equipment, if EMS and/or FIRE is not operating to expected standards.

4. PERSONNEL

POLICE are responsible for vetting and approving Rescue Task Force individual members in coordination with EMS and FIRE leadership.

The decision to approve or dismiss any proposed, or active member(s) shall be under the authority of the Chief of Police or his or her designee. In addition to the aforementioned authority wrested with the Chief of Police, the decision to dismiss any FIRE/EMS Rescue Task Force member(s) lies with FIRE/EMS leadership.

Personnel assigned to the Rescue Task Force shall be active and dependable members of their respective agency. Personnel must be in good standing and must demonstrate a minimum of 2 years continued service within their respective agency, or prior service approved by the Chief of Police, or his/her designee. Personnel must be over 21 years of age. In addition:

- 1) All participating personnel will attend scheduled training sessions, including classroom, field trainings, and exercises.
- 2) Rescue Task Force members from all agencies are to attend mandatory training as requested by POLICE. At a minimum, Rescue Task Force members will be required to attend:
 - a) Community Based Rescue Task Force Introductory Program
 - b) Bleeding Control
- 3) Additional training opportunities that Rescue Task Force members may but are not obligated to attend include, but are not limited to:
 - a) Law Enforcement and First Responder Tactical Casualty Care - NAEMT
 - b) Tactical Emergency Casualty Care- NAEMT
 - c) Tactical Combat Casualty Care- NAEMT
- 4) A minimum of two (2) Rescue Task Force exercises per year, coordinated by POLICE, should be conducted in a facility that is likely a vulnerable target for an active shooter or terrorist-related mass casualty incident.

5. TEAM COMMAND AND MANAGEMENT

When Rescue Task Force team members are operating as an integrated, multi-disciplined team, they shall operate within the parameters of their individual disciplines under the integrated local Rescue Task Force structure, at the direction of POLICE.

6. TEAM COMPOSITION AND STRUCTURE

A Rescue Task Force response may be composed of one responder, at a minimum.

7. RESPONSIBILITIES

The Local Chief of Police or his/her designee, is responsible for operations planning, as well as the implementation and coordination of all operational plans. The Local Chief of Police, or his/her designee, is also responsible for training and administrative duties, including overall functioning of the Rescue Task Force.

POLICE, EMS, and FIRE leadership are jointly responsible for ensuring that all policies and procedures of their respective agencies are mutually congruous, supportive, and void of conflicting direction or material.

POLICE are responsible for the completion of the Rescue Task Force's specific mission and for supervising and directing the deployment of the team. POLICE, in consultation with EMS and FIRE leadership, are also responsible for the overall functioning of the team, including operations, training, equipment, and personnel.

Rescue Task Force team members work under the supervision of the POLICE. Team members will follow all scope of practice policies, procedures, and guidelines specifically outlined in their respective agencies' policy manuals.

8. ACTIVATION

The Rescue Task Force may respond to critical incidents at the request of the POLICE upon notification of an active shooter or terrorist related mass casualty incident.

9. FIREARMS

FIRE and EMS members, regardless of personal weapon permits, are not authorized to carry weapons as part of the Rescue Task Force program.

10. POLICIES AND PROCEDURES

Each responder assigned to the Rescue Task Force will follow the general operating procedures adopted by the responder's associated agency.

11. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by any of the three organizations participating in this initiative. No amendment shall be effective unless the amendment is in writing and signed by each of the agencies.

This Agreement supersedes any and all other agreements, either oral or in writing, between the agencies with respect to the subject matter herein. Each agency acknowledges that this Agreement contains the entire agreement between the agencies.

16. INDEMNIFICATION

It is agreed that each individual participating agency hereby indemnifies, and holds harmless, the Partnering Agencies from, and against, all claims for personal injuries or damages of any Partnering Agency personnel arising from the activities directed through the Secaucus Rescue Task Force.

IN WITNESS WHEREOF, this Agreement is executed by POLICE, and EMS for the Town of Secaucus.

AGENCY/ORGANIZATION

ATTEST:

By: _____

Date: _____

DENNIS MILLER,
CHIEF OF POLICE

AGENCY/ORGANIZATION

ATTEST:

by: _____

Date: _____

Howard Felderman, MD
EMS Medical Director

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR THE PROVISION OF FIRE TRUCK REPAIRS TO VALTEK, INC.**

WHEREAS, the Town of Secaucus' Fire Department has determined the need for Fire Truck Repairs following an accident; and

WHEREAS, Valtek, Inc. of Paterson, NJ, a Heavy-Duty Auto Body licensed company, completed the work; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-31502-359.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the award a Non-Fair and Open contract for the provision of Fire Truck Repairs to Valtek, Inc. in an amount not to exceed Thirty-Eight Thousand Two Hundred Fifty-Five Dollars and 87/100 (\$38,255.87); and

BE IT FURTHER RESOLVED, that Valtek, Inc. has submitted a Pay to Play disclosure form which certifies that Valtek, Inc. has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19:44A-20.27; and

BE IT FURTHER RESOLVED, that Valtek, 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: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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



TOWN OF SECAUCUS
1203 PATERSON PLANK RD
SECAUCUS, NJ 07094
TEL: 201-330-2026 FAX: 201-617-5914

PURCHASE ORDER

VOUCHER	
THIS NUMBER MUST APPEAR ON ALL INVOICES PACKING LISTS, CORRESPONDENCE, ETC.	
No.	88433

17

Ship to: TOWN OF SECAUCUS
DEPT OF PUBLIC WORKS
1203 PATERSON PLANK RD
SECAUCUS, NJ, 07094

Date of Order 11/20/23

Requisition # 0

Entered by CS

Account 01-2010-00-31502-359

BUDGET -- Road Repairs/MAintenance O/E --

Vendor # 1098

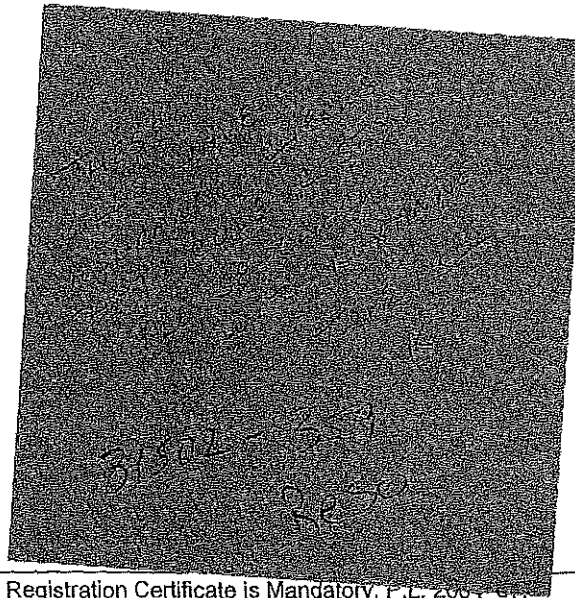
Vendor: VALTEK INC.
752 20TH AVENUE
PATERSON, NJ 07504

THIS ORDER IS TAX EXEMPT
PER N.J.S.A. 54:32B-9(a)(1)
TAX EXEMPT ID NO. 22-8002293

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		9314517, 9314516 FIRE TRUCK REPAIRS		
1.0000		9314517 REPAIRS LEFT SIDE	15,091.610	15,091.61
1.0000		9314516 REPAIRS RIGHT SIDE	23,164.260	23,164.26
		PLATE #21738MG, ACCIDENT RELATED		

VENDOR: THIS VOUCHER MUST BE SIGNED AT X
AND RETURNED TO THE FINANCE DEPARTMENT FOR PAYMENT.

Total Amount: 38,255.87



Proof of Business Registration Certificate is Mandatory. P.L. 2007-67

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER CERTIFICATION	NO ORDER VALID UNLESS SIGNED BELOW
<p>I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITH THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.</p> <p>Pursuant to N.J.S.A. 34:11-56 et seq. New Jersey Prevailing Wage Act -All Service contracts must follow the Prevailing Wage Rates.</p> <p>(X)</p> <p>VENDOR SIGN HERE</p>	<p>I, HEREBY CERTIFY THAT THE CLAIM SPECIFIED THEREIN IS FOR ARTICLES RECEIVED, SERVICES ACTUALLY RENDERED OR AMOUNTS EXPANDED FOR THE TOWN OF SECAUCUS, AND THAT THE ARTICLES RECEIVED, SERVICES ACTUALLY RENDERED OR ACCOUNTS EXPANDED FOR THE TOWN OF SECAUCUS, NJ WERE IN ACCORDANCE WITH THE SPECIFICATIONS AND AMOUNTS APPEARING ON THE PURCHASE REQUISITION.</p>	<p>CHIEF FINANCIAL OFFICER</p> <p><i>[Signature]</i> (CS)</p> <p>Christine Smith</p>
<p>OFFICIAL POSITION VENDOR - SIGN AT (X) AND RETURN FOR PAYMENT DATE</p> <p>DEPARTMENT HEAD DATE</p>		

valteksales@gmail.com
973-278-1444 phone
973-278-8332 fax



88433

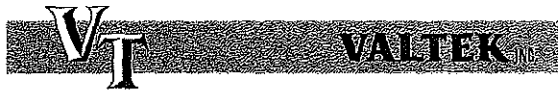
truckbodyshop.com
752 20th Ave
Paterson, NJ 07504

Prepared by Brian Vesley

OwnerName	Secaucus FD	cell phone	(201) 859-6939	Invoice		Unit No.	E4
ContactName	Larry Maricano	lmaricano@secaucus.net		9314517		Year Mfg	2016
Address	1203 Paterson Plank Rd	Phone		Job 8396		Chassis Brand	Pierce
Address2		Fax				Arrow XT	
City	Secaucus	New Jersey	07094-3287	PO Insurance		Vehicle Type	Fire Truck
InsuranceCo	Qual-Lynx JIF	Claim #	FAA 23-5609			Job or SO #	29895
AppraiserName	Leo Petetti	Appraiser File #	288f31f2	Date	10/17/2023	Body category	Engine
AppraiserCell	609-412-9533	Vehicle License#	21738 MG NJ	VIN#	4P1BAAGF0HA017044	Body Mfr.	Pierce
AppraiserEmail	leo@1stalertappraisals.com	Date of Loss	4/17/2023	Mileage	8,500	Body Serial	

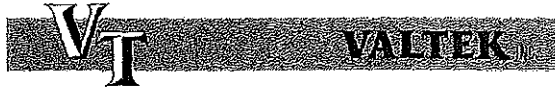
Vehicle refinishing indicated will be in paint booth with NJ Dept. of Environmental Protection Certificate #112767

#	Description of Damage	Parts \$	Body Hrs	Refinish Hrs	Mechanical Hrs	Frame Hrs	Sublet \$
1	Accident - Damage to L/S						
2							
3	Side Panels:						
4	Remove & install L/S diamond plate panel		3.50				
5	Repair L/S diamond plate panel		4.00				
6	Remove & install step light		2.00				
7	Remove & install L/S folding bottom step		1.00				
8	Remove & install side folding middle step		1.00				
9	Remove & install side folding upper step		1.00				
10	Remove & install side folding top step		1.00				
11	Repair L/S panel/behind diamond plate		4.00				
12	Repair L/Front side panel post		5.00	3.50			
13	Remove & install side header panel		0.50				
14	Replace L/S stripe/decals NOTE: WHITE reflective	12.00	1.00				
15	Replace L/S AMBER reflector	21.00	0.20				
16	Repair L/S forward door sill		2.00	1.50			
17	Replace L/S forward rollup door track	269.85	2.00				
18	Replace L/S BLACK plastic lock block & drill mounting hole	6.36	0.50	1.00			



#	Description of Damage	Parts \$	Body Hrs	Refinish Hrs	Mechanical Hrs	Frame Hrs	Sublet \$
19	Replace L/S bottom rollup door rail & lift bar	1,370.63	4.00				
20	Replace L/S rearward rollup door track	269.85	1.20				
21	Replace L/S BLACK plastic lock block & drill mounting hole	6.36	0.50	1.00			
22	Replace L/S rub rail & mounting hardware below rollup door. NOTE: Cut to length, grind & polish	491.60	3.00				
23	Replace L/S rub rail endcaps NOTE: [2]	533.64	0.40				
24	Repair L/S body behind rub rail		3.50	2.50			
25	Repair L/S wheel chock holder		1.50				
26	Remove & install chock holder		0.50				
27	Replace L/Right Rear fenderette. NOTE: cut to length, grind & polish	511.80	2.20				
28	Replace L/Right Rear fenderette welting	86.42	Incl.				
29	Repair L/S forward wheelhouse panel. NOTE: at wheel opening		3.50	3.00			
30	Remove & install L/S bottle door		1.50				
31	Replace L/S "cats-eye" lamp & rewire	158.80	2.50				
32							
33	Miscellaneous:						
34	Cover truck for overspray	20.00	1.00				
35	Corrosion protection	12.00		0.80			
36	Disinfect & decontaminate truck prior to repairs. NOTE: Covid 19	35.00	0.50				
37	Disinfect & decontaminate truck prior to delivery. NOTE: Covid 19	35.00	0.50				
38	Remove Vinyl		1.00				
39	Sand/Buf/Polish	46.80	7.50				
40	Freight						250.00
41	Color Tint/Imron RED			1.50			

valteksales@gmail.com
973-278-1444 phone
973-278-8332 fax



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#	Description of Damage	Parts \$	Body Hrs	Refinish Hrs	Mechanical Hrs	Frame Hrs	Sublet \$
42	Replace seam sealer/caulk	25.00	0.60				
43	Replace misc. hardware	35.00					
44	Paint WHITE pinstripe		2.00				
45	Welding gas/wire	20.00					
46	Additional clear coat			5.50			
47	Disconnect & reconnect battery/maintain charge		0.50				
48	Clean & degrease panels for adhesion		1.00				
49	Medium truck setup for pull		3.00				
50	Repair L/Front post rough pull		3.00				
51	2nd truck cover/prime	20.00	1.00				
52	Body supplies	149.20					
53	BLEND DISCLAIMER: This repair involves blending & tapering the paint on the vehicle to achieve a level finish without refinishing the entire repaired panel & increasing the repair price. As a result, there will be significantly less refinish material at & near the edge of the repair than recommended. Over time, the repair area is likely to become more noticeable and the life of the paint in the vicinity of the repair reduced.						
Column Subtotals		4,136.31	74.60	20.30	0.00	0.00	250.00

The customer has the right to inspect replacement parts & components of this repair work within forty-eight (48) hours from the time the customer has been informed by the Auto Body Repair Facility that repairs to the vehicle have been completed. The customer has the right to receive replacement parts if the customer makes written request for such return. The customer or insurer has the right to inspect the repaired vehicle before paying for repair work. This inspection shall be in addition to the inspection of repaired parts. This damage report is based on our inspection. It does not cover additional parts or labor which may be required after work is started. After the work has started, worn or damaged parts which have not been evident on first inspection may be discovered. Naturally, this report cannot cover such contingencies. Parts prices are subject to change without notice. This report is for immediate acceptance. NJ Autobody License #03301A Heavy Duty Endorsement #000009. I HEREBY AUTHORIZE THE ABOVE WORK AND ACKNOWLEDGE RECEIPT OF A COPY HEREOF:

Received _____ Date _____

Summary			
	Hours	\$ Rate	\$ Total
Parts			4,136.31
Body	74.60	\$105.00	7,833.00
Refinish	20.30	\$105.00	2,131.50
Mechanic	0.00	\$125.00	-
Frame	0.00	\$125.00	-
Sublet			250.00
Refinish Materials			730.80
Hazardous Waste Disposal			10.00
Subtotal before sales tax			15,091.61
NJ Sales Tax 6.625%	0.000%		-
NJ credit if GVW over 26,000 lbs			-
→ Tax Exempt Customer			-
Tax Exemption #Municipal			-
Total:			\$15,091.61

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88433

truckbodyshop.com
752 20th Ave
Paterson, NJ 07504

Prepared by Brian Vesley

OwnerName	Secaucus Fire Dept	cell phone	(201) 859-6939	INVOICE		Unit No.	E4
ContactName	Larry Marciano	lmarciano@secaucus.net		9314516		Year Mfg	2016
Address	1203 Paterson Plank Rd	Phone		Job 8396 RS		Chassis Brand	Pierce
Address2		Fax				Arrow XT	
City	Secaucus	New Jersey	07094	PO		Vehicle Type	fire truck
InsuranceCo	Qual-Lynx	Claim #	FAA 23-5445			Job or SO #	29895
AppraiserName	Leo Petetti	Appraiser File #	ed1a4f6	Date	10/17/2023	Body category	engine
AppraiserCell	(609) 412-9533	Vehicle License#	21738 MG NJ	6.1E+09	4P1BAAGF0HA017044	Body Mfr.	Pierce
AppraiserEmail	leo@1stalertappraisals.com	Date of Loss	1/9/2023	Mileage	8,226	Body Serial	29895

Vehicle refinishing indicated will be in paint booth with NJ Dept. of Environmental Protection Certificate #112767

#	Description of Damage	Parts \$	Body Hrs	Hrs	at Hrs	Frame Hrs	Sublet \$
1	RIGHT SIDE						
2	Remove & repair right Front Corner/post extrusion		4.00	3.00			
3	Remove & install right front overlay panel & folding steps		2.50				
4	Remove & replace right front grab handle	164.90	1.50				
5	Remove & replace right front grab handle top & bottom stanchions Note; includes install of nutserts [2]	181.20	2.00				
6	Remove & repair right front lower rail extrusion		4.00	3.00			
7	Remove & replace right front lower rub rail	255.00	2.00				
8	Remove & replace right front lower rub rail end caps	533.60	Incl				
9	Remove & replace right lower rub rail hardware	182.60	Incl				
10	Remove & repair right RR, wheel arch panel		5.00	4.00			
11	Remove & replace right RR fenderette	511.80	1.50				
12	Remove & replace right RR fenderette & welting	86.42	Incl				
13	Remove & replace R/S cats eye light, AMBER. NOTE: includes wiring repair	158.76	2.50				
14	Remove & install R/S forward SCBA door		0.50				
15	Remove & repair R/S forward SCBA door		1.00	1.00			
16	Remove & install R/S rearward SCBA door		0.50				
17	Remove & replace wheel arch Panel warning label	18.00	0.20				

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Paterson, NJ 07504

#	Description of Damage	Parts \$	Body Hrs	Remiss Hrs	Mechan- al Hrs	Frame Hrs	Sublet \$
18							
19	Compartment door 1:						
20	Remove & replace R/S compartment 1 door shutter assembly	3,499.14	3.00	4.00			
21	Remove & repair R/S compartment 1 top header		2.5	3			
22	Remove & repair R/S compartment 1 Forward wall		3.5	1			
23	Remove & replace R/S compartment 1 floor		2.5	2.5			
24	Remove & replace R/S compartment door vertical door tracks [2]	Incl	2.5				
25	Remove & replace R/S compartment 1, upper door moulding	Incl	1.5	1			
26							
27	Compartment door 2 R/S:						
28	Remove & replace R/S compartment 2 bottom slat assembly	1,981.90	3.00	2.00			
29							
30	Exhaust:						
31	Remove & replace exhaust diffuser & repair bracket	451.50	3.00				
32	Remove & replace band clamps	37.20	0.50				
33	Remove & replace exhaust extraction tube	144.40	1.00				
34							
35	Miscellaneous:						
36	Remove & install R/S pump panel hose tray		2.00				
37	Remove & replace front reflector, rectangular AMBER	21.00	0.20				
38	Remove & replace cover fire truck for overspray	25.00	1.00				
39	Hazardous waste disposal [see below]						

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Prepared by Brian Vesley

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752 20th Ave
Paterson, NJ 07504

#	Description of Damage	Parts \$	Body Hrs	Refinish Hrs	Mechanical Hrs	Frame Hrs	Sublet \$
40	Remove & replace corrosion protection	25.00		1.00			
41	Remove & replace seam sealer/caulk	45.00	0.50				
42							
43	Tint for color match			0.50			
44	Sand, buff & polish refinished panels		5.50				
45	Clear Coat			10.40			
46							
47	Heavy Duty truck floor tie down & measure		3.50				
48	Remove & repair rough right front corner post		4.00				
49	Remove & repair rough pull right front lower body rail		3.00				
50	Remove & repair D & R battery cables to protect electronics		0.80				
51	Remove & replace body side moulding, BLACK vinyl & chrome	49.14	1.50				
52							
53	Gold Leaf Striping, WHITE reflective vinyl & painted stripe						1,400.00
54	freight						350.00
55	Remove & dis-infect & decontaminate Firetruck prior to repairs Note: Covid	35.00	0.50				
56	Remove & dis-infect & clean Firetruck for delivery Note: Covid	125.00	1.00				
57	body supplies	147.40					
58							
59	BLEND DISCLAIMER: This repair involves blending & tapering the paint on the vehicle to achieve a level finish without refinishing the entire repaired panel & increasing the repair price. As a result, there will be significantly less refinish material at & near the edge of the repair than recommended. Over time, the repair area is likely to become more noticeable and the life of the paint in the vicinity of the repair reduced.						
Column Subtotals		8,678.96	73.70	36.40	0.00	0.00	1,750.00

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Prepared by Brian Vesley

truckbodyshop.com
 752 20th Ave
 Paterson, NJ 07504

#	Description of Damage	Parts \$	Body Hrs	Refinish Hrs	Mechanical Hrs	Frame Hrs	Sublet \$
Summary							
				Hours	\$ Rate	\$ Total	
				Parts		8,678.96	
			Body	73.70	\$105.00	7,738.50	
			Refinish	36.40	\$105.00	3,822.00	
			Mechanic	0.00	\$115.00	-	
			Frame	0.00	\$115.00	-	
			Sublet			1,750.00	
			Refinish Materials			1,164.26	
			Hazardous Waste Disposal			10.54	
			Subtotal before sales tax			23,164.26	
			NJ Sales Tax 6.625%	0.000%		-	
			NJ credit if GVW over 26,000 lbs			-	
			→ Tax Exempt Customer			-	
			Tax Exemption #Municipal			-	
			Total:			\$23,164.26	

This vehicle was refinished, as shown, in a paint booth with NJ Department of Environmental Protection Certificate #112767. NJ Autobody license ABE #03301A with Heavy Duty Endorsement #9. In NJ, any vehicle over 14,000 lbs. GVW, must be repaired by a body shop with a Heavy Duty Auto Body license and endorsement.

Received _____ Date _____

as agreed with insurance 2/25/23

RESOLUTION _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below full-time employee is hereby granted an unpaid leave of absence while on temporary disability with continued life insurance and for pension purpose, effective November 8, 2023, as follows:

Targi, Maria

through 01/03/2024

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 November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION_____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below full-time employee is hereby granted an unpaid leave of absence while on temporary disability with continued life insurance and for pension purpose, effective December 9, 2023, as follows:

Canavari, Louis

through 02/03/2024

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 November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation, the below person(s) are hereby appointed to regular part time, fill-in Yoga Instructor positions in the Recreation Center **(#85000)** effective November 28, 2023, as follows:

Quinteros, Nathalie	\$40.00 / per class
Bhuptani, Rinku	\$40.00/ per class
Solanki, Khubi	\$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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION RESCINDING RESOLUTION 2023-303
&
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE
PROVISION OF CAULKING REPAIRS FOR SECAUCUS TOWN HALL TO
CLEARVIEW WASHING, LLC.**

WHEREAS, the Town of Secaucus awarded a contract to PSI Pressure Washing & Exterior Cleaning, LLC for Caulking Repairs to Town Hall under Resolution 2023-303; and

WHEREAS, PSI Pressure Washing & Exterior Cleaning, LLC cannot comply with the contract within the payment terms quoted: and

WHEREAS, the Town of Secaucus' Department of Buildings and Grounds obtained three (3) new quotes for said services; and

WHEREAS, Clearview Washing, LLC of Freehold, NJ has submitted the lowest quote; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70608-007.

NOW, THEREFORE, BE IT RESOLVED, that Resolution 2023-303 is hereby rescinded; and

BE IT FURTHER RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the award a Non-Fair and Open contract for the provision of Caulking Repairs for Secaucus Town Hall to Clearview Washing, LLC in an amount not to exceed Thirty-Four Thousand Dollars and 00/100 (\$34,000.00); and

BE IT FURTHER RESOLVED, that Clearview Washing, LLC has submitted a Pay to Play disclosure form which certifies that Clearview Washing, LLC has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19:44A-20.27; and

BE IT FURTHER RESOLVED, that Clearview Washing, LLC 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: November 28, 2023

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

TOWN OF SECAUCUS
QUOTATION SOLICITATION RECORD

DEPARTMENT B76.
ITEM OR SERVICE Town Hall Caulking

Verbal Quotes for Less Than \$6,000.00
Written/Formal Quotes \$6,000.00 but less than \$40,000.00 – Attach quotes
(Quotes over \$17,500.00 must contact the QPA)

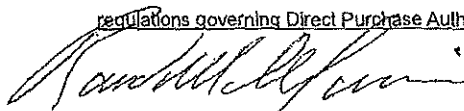
DATE CALLED: 9/14/23
VENDOR: Clearview Washing, LLC
ADDRESS/PHONE: A: 331 Fairfield Rd. P: 732-462-1187
Suite B10, Freehold, NJ 07728
PRICE: \$34,000.00

DATE CALLED: 9/14/23
VENDOR: PSI Pressure Washing
ADDRESS/PHONE: A: 7 Northwood Dr. P: 908-328-2582
Pittstown, NJ 08867
PRICE: \$44,000.00

DATE CALLED: 9/14/23
VENDOR: Thompson Exterior Services
ADDRESS/PHONE: A: 59 Glendale Ave. P: 732-997-8138
Edison, NJ 08817
PRICE: 45,760.00

Recommended Vendor Clearview Washing Cost: \$34,000.00
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: 10/14/23

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

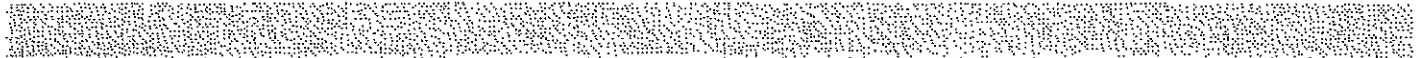
Thank you for your anticipated cooperation.



PREPARED FOR:
Town of Secaucus
Town of Secaucus / Randy Morris2
1203 Paterson Plank Road
Secaucus, NJ, 07094

Which of These Services Would You Like?

Select your package preference and then scroll to the bottom of your proposal for your total cost.



Caulking

Caulking

- ☒ Caulking of the exterior of the building

\$68,500

Select

Your selection: 0



About us!

We are a family owned business based out of Freehold, New Jersey. We have been in business for over 19 years and take great pride in our outstanding team!



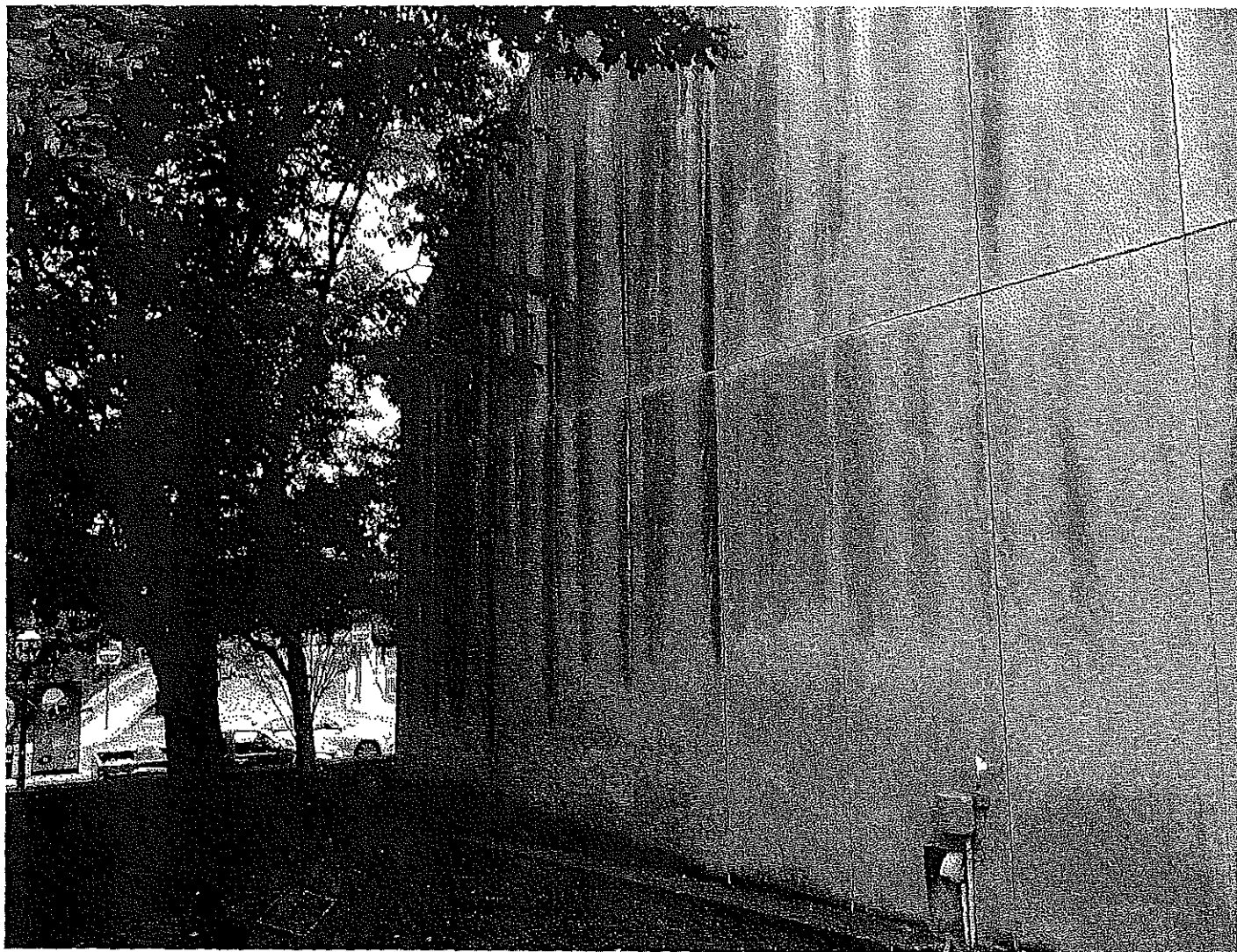
Download PDF

(/printProposal/df3420b91de3ee4aee31dc09f0c0390d61461bbfaf6966db90b40fc09cbcd873)

8E9339D0-8441-4A2A-A2FD-...

A74ACD75-BED5-43CE-B7AF-...

2D3AD774-8BA/



Your selection: 0



Disclaimer

Disclaimer for Clearview Washing, LLC Exterior Cleaning Estimates

Pricing and Taxes:

- The estimated price provided does not include applicable sales tax, which will be added to your final invoice.
- Please note that prices are subject to change without prior notice.

Service Considerations:

- Factors like ladder work, heavy soiling, mineral deposits, fragile landscaping, interior access, damaged screens or gutters, and unforeseen variables may affect the final service price. Such factors will be assessed and addressed, if necessary, before the service begins.

Client Responsibilities:

- Prior to our service visit, please relocate personal belongings, fragile items, and items of concern from the cleaning area.
- Ensure that your vehicle is moved away from the cleaning area before our arrival.
- While we take precautions, we are not responsible for overspray on your vehicle or for any damage to uncovered electrical outlets and internet boxes.
- Clearview Washing, LLC is not liable for staining that may occur on specialty wrapped or tinted windows and surfaces post-cleaning.

Payment and Cancellation:

- By approving this quote, you agree to provide your credit card information upon scheduling your service visit(s). Your credit card will be automatically charged upon completion of the service visit, unless you provide a check to our crew prior to their departure.
- A \$250 cancellation fee will be charged to your credit card if you cancel your service visit less than 48 business hours before the scheduled arrival time.
- In case of inclement weather (rain, cold, or heat), Clearview Washing will decide whether it is feasible to proceed with the service and may reschedule if necessary.

Service Area Minimums:

- Minimum service charges apply based on the location:
- Monmouth County: \$399 (gutter cleaning minimum waived)
- Mercer County: \$499
- Middlesex County: \$499
- Ocean County: \$499
- For all other counties, please consult with your sales representative to discuss minimum requirements.

Commercial Clients:

- All communication with homeowners or residents must go through the Property Manager or designated key contact. Clearview Washing, LLC will not communicate directly with them.
- Residents/occupants are prohibited from interfering with our staff during work for safety reasons. Please communicate exclusively through the main contact on file.
- Clearview Washing, LLC is not responsible for any damages to patios, decks, personal property, lights, or electrical outlets that were not removed or adequately covered by the homeowner, tenant, or community before

the work is completed.

Thank you for choosing Clearview Washing, LLC for your exterior cleaning needs. Your satisfaction and understanding of our policies are important to us. Please feel free to contact us with any questions or concerns.

Please review your selections and sign below. This price does not include sales tax.

You've chosen the following services:

TOTAL **\$0**

NOTES ^

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 that the below employee is hereby appointed to the regular part time position of Park Attendant in the Park Patrol Department (#81014) effective November 29, 2023, as follows:

Damico, Joseph S.

\$14.50 /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 November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION:_____

TOWN OF SECAUCUS

**COUNTY OF HUDSON
STATE OF NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Police Lieutenant, Martin Moreda, that pending the successful completion of a background check, finger printing and physical examination, the below person is hereby appointed to the position of regular part time Relief Crossing Guard in the Traffic Bureau Department (#34000) effective retroactive, November 02, 2023, as follows:

Crossing Guard

Candelaria, Ashley

Hourly Rate

\$20.00/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 November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Assistant Superintendent and the Personnel Committee that the below person is hereby hired to the regular part-time position of Laborer in the Buildings and Grounds Department (#19000) effective November 6, 2023, as follows:

Taglieri, Julian

\$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 as of November 28, 2023.

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

RESOLUTION: _____

TOWN OF SECAUCUS

**COUNTY OF HUDSON
STATE OF NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent of Recreations, that pending the successful completion of the background check and drug screening, the below person is hereby rehired to the regular part time position of Counselor in the Before and Aftercare Programs Department (#81082), retroactive November 20, 2023.

Yearty, Jacob (#6082)

\$14.13/Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of as of November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent of Recreation that the following person is hereby transferred to the seasonal part time position at the Ice Rink (#83000), effective November 4, 2023, as follows:

Clerical (SNL)

Formisano, Anna

\$12.93/Hour

Skateguard (SNL)

Abuhabda, RYanne 1:1

\$16.00/Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of as of November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$2,919,000.00 which item is now available as revenue from:

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LA 2023 LFIF SECAUCUS TOWN
SEAVIEW DRIVE ROADWAY PRESERVATION PROJECT**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$2,919,000.00 be and the same hereby appropriated under the following caption:

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LA 2023 LFIF SECAUCUS TOWN
SEAVIEW DRIVE ROADWAY PRESERVATION PROJECT**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$125,000.00 which item is now available as revenue from:

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

Pursuant to the provisions of the statute and,

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

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

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$186,000.00 which item is now available as revenue from:

**COUNTY OF HUDSON
2023 OPEN SPACE GRANT AGREEMENT
PICKLE BALL INSTALLATION AT BUCHMULLER PARK**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$186,000.00 be and the same hereby appropriated under the following caption:

**COUNTY OF HUDSON
2023 OPEN SPACE GRANT AGREEMENT
PICKLE BALL INSTALLATION AT BUCHMULLER PARK**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$85,000.00 which item is now available as revenue from:

**NJ DEPT OF CONSUMER AFFAIRS
LOCAL RECREATIONAL IMPROVEMENT 2023
BUCHMULLER PARK SPRAY PARK IMPROVEMENTS**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$85,000.00 be and the same hereby appropriated under the following caption:

**NJ DEPT OF CONSUMER AFFAIRS
LOCAL RECREATIONAL IMPROVEMENT 2023
BUCHMULLER PARK SPRAY PARK IMPROVEMENTS**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$1,020.00 which item is now available as revenue from:

**HUDSON COUNTY DIVISION OF AGING SERVICES
2023 FARMERS MARKET EQUIPMENT & SUPPLY
FUNDING**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$1,020.00 be and the same hereby appropriated under the following caption:

**HUDSON COUNTY DIVISION OF AGING SERVICES
2023 FARMERS MARKET EQUIPMENT & SUPPLY
FUNDING**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$154,600.00 which item is now available as revenue from:

**NJ DEP WATER QUALITY RESTORATION GRANT
MITIGATE NONPOINT SOURCE POLLUTION RFP**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$154,600.00 be and the same hereby appropriated under the following caption:

**NJ DEP WATER QUALITY RESTORATION GRANT
MITIGATE NONPOINT SOURCE POLLUTION RFP**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$850,000.00 which item is now available as revenue from:

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
PLAZA CENTER STREETSCAPE IMPROVEMENTS**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$850,000.00 be and the same hereby appropriated under the following caption:

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
PLAZA CENTER STREETSCAPE IMPROVEMENTS**

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

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 November 28, 2023.

Town Clerk

Mayor

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

Resolution No. _____

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

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

Council offered and moved adoption of the following resolution:

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

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

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Secaucus Hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$400,000.00 which item is now available as revenue from:

**2023 OPEN SPACE GRANT AGREEMENT
SHETIK TURF FIELD REFURBISHMENT & INSTALLATION**

Pursuant to the provisions of the statute and,

BE IT FURTHER RESOLVED that a sum of \$400,000.00 be and the same hereby appropriated under the following caption:

**2023 OPEN SPACE GRANT AGREEMENT
SHETIK TURF FIELD REFURBISHMENT & INSTALLATION**

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

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 November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Personnel Committee and the Town Administrator that the below Field Supervisor in the Public Works Department (#50000) is hereby granted a salary adjustment, effective retroactive, October 30, 2023 as follows:

Franks, Joseph

\$79,010.24 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Personnel Committee and the Town Administrator that the below Field Supervisor in the Buildings and Grounds Department (#19000) is hereby granted a salary adjustment, effective retroactive, October 30, 2023 as follows:

Morris, Randall

\$79,010.24 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 28, 2023.

Town Clerk

Mayor

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



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

Application for a Raffle License

Application No. RA 201-434-7783

Identification No. R1678

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: Hudson Milestones
- 2a. Street address of headquarters: 365-381 Clendenny Avenue, Jersey City, NJ 07304
- 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>4/26/2024</u>	<u>7p - 11p</u>	_____	_____
<u>On premises 50/50 (cash)</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4a. Address of place where raffles will be played: 40 Wood Avenue, Secaucus, NJ

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

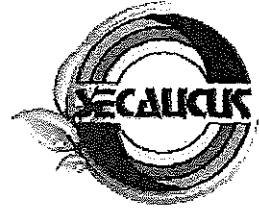
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

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>N/A</u>	<u>N/A</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



FACILITY RENTAL AGREEMENT
SECAUCUS ICE RINK - HOCKEY TEAMS AND LEAGUES

This Rental Agreement, dated Oct. 31, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Jersey City Capitals
Organization, if applicable: _____
Address: _____
Phone: 201-707-9686 E-mail: mike.marino@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 the Ice Rink/Ice Time at the Secaucus Ice Rink, 150 Plaza Center, 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 attached
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.

*Please attach Ice Rink Rental Period Time Sheet as needed for additional time requested and such shall be incorporated into this Agreement.

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.)

Hockey Practices

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

Total Rental Fee for Facility: \$ 11,250

Initial Payment Amount (50% of total fee): \$ 5,625 Due at Agreement Signing or 1 month before first rental date

Final Payment Amount (50% of total fee): \$ _____ Due April 1, 2024

Initial Payment Amount may be paid in the form of a personal check, certified bank check, cashier's check or money order. Initial Payment Amount is due upon signing or at least one (1) month before first rental date.

The Final Invoice shall be sent by the Town of Secaucus on or about March 1 of each season. Payment will be due April 1 of each season via check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

6. OCCUPANCY. 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 (If applicable). Within three (3) 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 per session fee will be due if the notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period.

The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

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

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

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

By: Michael Wick Date: 10/31/23
(Signature of renter)

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

Charlotte Hege Phone: 201-978-4346

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
Policies for Facility Rental
SECAUCUS ICE RINK – HOCKEY TEAMS AND LEAGUES

- A coach or 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. Children shall not be left in the facility unsupervised after the rental period is over.
- If not registered under a team/league with appropriate proof of insurance provided, every participant must sign an individual waiver provided at the site.
- 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.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the benches, 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.
- 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. All lights must be turned off in the Facility.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/24/2023

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Pennsylvania Manufacturers' Association In</td><td>12262</td></tr><tr><td>INSURER B: Texas Insurance Company</td><td>16543</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pennsylvania Manufacturers' Association In	12262	INSURER B: Texas Insurance Company	16543	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Pennsylvania Manufacturers' Association In	12262														
INSURER B: Texas Insurance Company	16543														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W30768118

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		302301-13-12-76-8	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Part Legal Liability \$ Included
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BESGLXTC0011301_170235_01	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured status is in favor of the certificate holder, but only as respects to liability claims arising out of the negligence of the named insured, and is subject to the full policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Secaucus Department of Recreation 1200 Koelee Blvd 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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Team/Group Name: Jersey City Capitals
Address: 1037 Barden St
City/State/Zip: Hoboken NJ 07030
Contact Person: Mike Marinello
Cell Phone: 201-707-9686

Monday's

Month;	Date:	Time:
NOV	13	715 -
	20	830PM
	27	
DCC	4	
	11	
	18	
Jan	8	
	22	
	29	
Feb	5	
	12	
	20	
Mar	4	
	11	

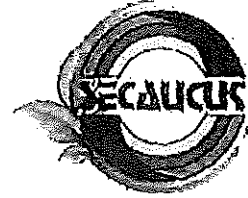
Month:	Date:	Time:
NOV	1	845-
	15	10pm
Dec	6	
	13	
	20	
Jan	3	
	10	
	17	
	24	
	31	
Feb	7	
	14	
	21	
	28	
Mar	6	
	13	

[illegible]

50% Deposit: \$5,625 Due at Agreement Signing
Balance: \$ Due by April 1, 2024

COVID waivers must be filled out by players and coaches and attached to roster form and submitted with rental agreement prior to the season.

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



FACILITY RENTAL AGREEMENT
SECAUCUS ICE RINK - HOCKEY TEAMS AND LEAGUES

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

Name: Damien Arnone
Organization, if applicable: Hoboken HS
Address: 524 Park Ave Hoboken, NJ
Phone: 201-978-3940 E-mail: damien.arnone@hoboken.k12.nj.us
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 the Ice Rink/Ice Time at the Secaucus Ice Rink, 150 Plaza Center, 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 attached
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.

*Please attach Ice Rink Rental Period Time Sheet as needed for additional time requested and such shall be incorporated into this Agreement.

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.)

HS Hockey Practices

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

\$ 300/HR

Total Rental Fee for Facility: \$ 3,000

Initial Payment Amount (50% of total fee):

\$ 1,500

Due at Agreement Signing or 1 month before first rental date

Final Payment Amount (50% of total fee):

\$ _____

Due April 1, 2024

Initial Payment Amount may be paid in the form of a personal check, certified bank check, cashier's check or money order. Initial Payment Amount is due upon signing or at least one (1) month before first rental date.

The Final Invoice shall be sent by the Town of Secaucus on or about March 1 of each season. Payment will be due April 1 of each season via check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

6. OCCUPANCY. 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 (If applicable). Within three (3) 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 per session fee will be due if the notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period.

The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

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

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

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

By: _____


(Signature of Renter)

Date: _____

11-2-23

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

Phone: _____

CERTIFICATE OF COVERAGE			Certificate #: 43		Date: November 3, 2023	
Producer / Issuer: Business & Governmental Insurance Agency 900 Route 9 North - Suite 503 Woodbridge, NJ 07095			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
			Companies Affording Coverage			
Insured: Hoboken Board of Education 524 Park Avenue Hoboken, NJ 07030-3201			Company A	New Jersey Schools Insurance Group		
			Company B			
			Company C			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
A	General Liability	P279AO-01	07/01/2023	07/01/2024		
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	NONE
					PRODUCTS COMP/OP AGG	\$11,000,000
					PERSONAL & ADV INJURY	\$11,000,000
	OCCURRENCE				EACH OCCURRENCE	\$11,000,000
					FIRE DAMAGE (Any one fire)	\$11,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS RE: use of facilities only for days and times that Hoboken Board of Education is scheduled for Hockey Activities from November 3, 2023 through March 1, 2024. Certificate Holder is listed as Additional Insured per Endorsement # 8 but only for the negligent acts on part of Hoboken Board of Education.						
Certificate Holder: Town of Secaucus 1203 Paterson Plank Road Secaucus, NJ 07094			Cancellation Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.			
			Authorized Representative: <div style="text-align: right; font-family: cursive;">  </div>			



New Jersey Schools Insurance Group
North Jersey Educational Insurance Fund
General Change Endorsement

Policy Number: P279AO-01

Premium: Waived

Named Insured:

Hoboken Board of Education
524 Park Avenue
Hoboken, NJ 07030-3201

Agent:

Business & Governmental Insurance Agency
900 Route 9 North - Suite 503
Woodbridge, NJ 07095

Policy Term: July 1, 2023 to July 1, 2024 12:01 AM Eastern Standard Time

It is hereby understood and agreed that:

Section C Persons Insured by the Comprehensive General Liability Coverage NJSIG-G1 is amended to include the person(s) or organization(s) named on the attached Certificate of Insurance as an Additional Insured, but only for the accidents directly caused by the Named Insured's operations or accidents on that part of the premises owned by, rented to, or used by the Named Insured, and only for the Additional Insured's vicarious liability for the Named Insured's acts or omissions. This insurance does not cover the Additional Insured's own negligence (either active or passive) or liability due to its independent acts or omissions.

Effective Date: 11/03/2023

Endorsement Number: 8

Endorsement Issue Date: 11/03/2023

This endorsement should be attached to the existing policy as noted above. All other terms and conditions of the policy remain unchanged.

Jill Deitch
NJSIG Executive Director

**Town of Secaucus
Secaucus Ice Rink Rental Proposal
For Ice Time**

Team/Group Name: Hoboken HS
 Address: 524 Park Ave
 City/State/Zip: Hoboken, NJ 07030
 Contact Person: Damien Arnone
 Cell Phone: 201-978-3940

Requested Dates:

Month:	Date:	Time:
Nov	21	9:00-10:00 PM
	28	9:00-10:00 PM
Dec	5	9:00-10:00 PM
	12	9:00-10:00 PM
Jan	16	9:00-10:00 PM
	23	9:00-10:00 PM
	30	9:00-10:00 PM
Feb	6	9:00-10:00 PM
	13	9:00-10:00 PM
	20	9:00-10:00 PM

Month:	Date:	Time:

Month:	Date:	Time:

Total dates 10 x \$ 300 /date = \$ 3,000
 Total dates _____ x \$ _____ /date = \$ _____
 Total dates _____ x \$ _____ /date = \$ _____
 Total Rental Fee: \$ 3,000

50% Deposit: \$ 1500 Due at Agreement Signing
 Balance: \$ _____ Due by April 1, 2024

COVID waivers must be filled out by players and coaches and attached to roster form and submitted with rental agreement prior to the season.

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



FACILITY RENTAL AGREEMENT
SECAUCUS ICE RINK – HOCKEY TEAMS AND LEAGUES

This Rental Agreement, dated 10/18, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Vincent Almeida
Organization, if applicable: KNAS HS
Address: _____
Phone: 201-955-5070 E-mail: Valmeida@KearnySchools.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 the Ice Rink/Ice Time at the Secaucus Ice Rink, 150 Plaza Center, 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 attached
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.
_____, 20____, from _____ a.m./p.m. to _____ a.m./p.m.

*Please attach Ice Rink Rental Period Time Sheet as needed for additional time requested and such shall be incorporated into this Agreement.

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.)

HS Hockey Practices/GAMES

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

Total Rental Fee for Facility: \$ 15,600

Initial Payment Amount (50% of total fee): \$ 7,800 Due at Agreement Signing or 1 month before first rental date

Final Payment Amount (50% of total fee): \$ _____ Due April 1, 2024

Initial Payment Amount may be paid in the form of a personal check, certified bank check, cashier's check or money order. Initial Payment Amount is due upon signing or at least one (1) month before first rental date.

The Final Invoice shall be sent by the Town of Secaucus on or about March 1 of each season. Payment will be due April 1 of each season via check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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

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

6. OCCUPANCY. 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 (If applicable). Within three (3) 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 per session fee will be due if the notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period.

The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

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

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

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

By: Juan Facchini Date: 11/21/2023
(Signature of renter)

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

Vincent Almeida Phone: 11/21/2023

**TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
Policies for Facility Rental
SECAUCUS ICE RINK – HOCKEY TEAMS AND LEAGUES**

- A coach or 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. Children shall not be left in the facility unsupervised after the rental period is over.
- If not registered under a team/league with appropriate proof of insurance provided, every participant must sign an individual waiver provided at the site.
- 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.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the benches, 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.
- 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. All lights must be turned off in the Facility.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2023

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

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

PRODUCER School Alliance Insurance Fund 51 Everett Drive, Suite B-40 West Windsor NJ 08550		CONTACT NAME: Craig Klein PHONE (A/C, No, Ext): 609-275-1155 FAX (A/C, No): 609-275-9662 E-MAIL: cklein@saifund.com ADDRESS: cklein@saifund.com	
INSURED Kearny Board of Education 172 Midland Avenue Kearny NJ 07032		INSURER(S) AFFORDING COVERAGE INSURER A: School Alliance Insurance Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 0	

COVERAGES

CERTIFICATE NUMBER: 1802417940

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			NJSA 18A:18B-1 ET.SEQ.	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COM/POF AGG \$ 50,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NJSA 18A:18B-1 ET.SEQ.	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe Under DESCRIPTION OF OPERATIONS below		N/A	NJSA 18A:18B-1 ET.SEQ.	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	PROPERTY/AUTO PHYSICAL DAMAGE			NJSA 18A:18B-1 ET.SEQ.	7/1/2023	7/1/2024	ALL RISK

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

RE: The Town of Secaucus has a Co-Operative Sports Agreement with the Town of Kearny for the Ice Hockey 2023-2024 Season. Both ice hockey teams will practice and have their home games in Secaucus.

CERTIFICATE HOLDER

CANCELLATION

Town of Secaucus
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

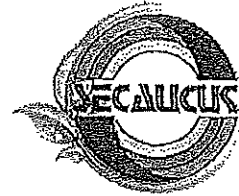
William R. Grogan

© 1988-2010 ACORD CORPORATION. All rights reserved.

For Ice Time

COVID waivers must be filled out by players and coaches and attached to roster form and submitted with rental agreement prior to the season.

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



This Rental Agreement, dated November 1, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: John Fraraccio

Organization, if applicable: Hudson County Swim Meet

Address: _____

Phone: 732-754-2493

Email: jfraraccio@wnyschools.net

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

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

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

Monday, January 15, 2024, from 10:00 am/pm to 6:00 am/pm

Saturday, February 3, 2024, from 8:00 am/pm to 4:00 am/pm

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

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

Name of Event: Hudson County Swim Championships

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

Swim Championships for Hudson County swim league

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: \$ 2,000.00 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.

Basketball Courts	288 people
Pool	75 people
Viewing Area	56 people

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 Seacucus 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. Seacucus-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.

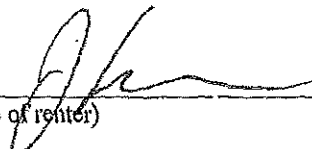
10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

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

11-15-23

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

Phone: _____

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

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

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

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



HUDSCI2

OF ID: B1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2023

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

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

PRODUCER
RPS Bollinger Sports & Leisure
PO Box 1322
Morristown, NJ 07960
Brenda Lodato Ext. 8051

CONTACT
NAME:
PHONE
(A/C, No, Ext): FAX
(A/C, No):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: *Lexington Insurance Company

19437

INSURER B: Natl U Fire Ins Co Pittsbrgh PA

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hudson County Interscholastic
Athletic League C/O J Fraracci
5501 Park Avenue
West New York, NJ 07093

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 INSD	SUBR INSD	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 <input checked="" type="checkbox"/> Incl Participants			AIL0002545795200	02/26/2023	02/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess			AID0003450227490	02/26/2023	02/26/2024	Med Max: 100,000 Ded: \$0/Claim

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

Certificate holder is included as an additional insured. Coverage is provided under these policies only for sponsored/supervised activities of the named insured for which a premium has been paid.

CERTIFICATE HOLDER

CANCELLATION

TOWNSEC

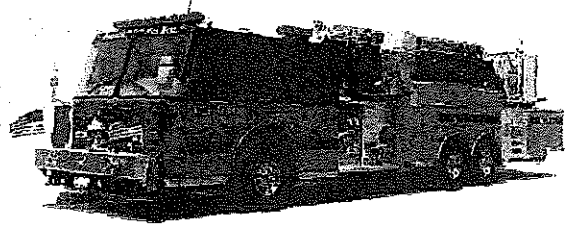
Town of Secaucus
Department of Recreation
145 Front Street
Secaucus, NJ 07094

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

TOWER 2

**SECAUCUS VOLUNTEER FIRE DEPARTMENT
764 7TH STREET
SECAUCUS, NJ 07094
EST. 1907**



November 3, 2023


RE: Removal of Firefighter Sarin Nair from Tower 2

Honorable Mayor Gonnelli and Town Council of the Town of Secaucus

At a Regular Company Meeting of Tower 2 held on November 2, 2023 the membership removed Firefighter Sarin Nair from our rolls.

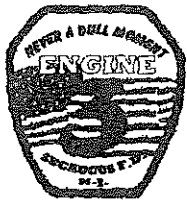
Firefighter Sarin Nair began a 1 year leave of absence in September of 2021 which ended in September 2022. Numerous attempts to contact him have failed leaving us no choice but to remove him from our company membership.

Respectfully,



**Frank J. Walters
Secretary, Tower 2**

**Cc: Town Clerk Michael Marra
Chief Fred Schneider
Deputy Chief Lawrence Marciano
Battalion Chief Nicholas Nardone
Secaucus Fireman's Relief Association
Secaucus Fireman's Mutual Association**



ENGINE COMPANY 3
SECAUCUS FIRE DEPARTMENT

146 Centre Avenue Secaucus, NJ 07094



Mayor and Town Council

Effective November 10, 2023 probationary FireFighter Nelson Issac Pichardo has resigned from Engine Company 3 in good standings.

Sincerely ,

Acting Secretary

Nicholas Mandara

SMOKE DETECTORS
SAVE LIVES