

**TOWN OF SECAUCUS  
MAYOR AND COUNCIL MEETING - MAY 9, 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 INTRODUCTION**

**Ordinance No. 2023-9**: An ordinance amending Chapter 127 of the Code of the Town of Secaucus "Vehicles and Traffic" add a prohibited parking location on Born Street)

**Ordinance No. 2023-10**: An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to update and designate a Fire Zone on Born Street

**RESOLUTIONS (CONSENT AGENDA)**

- 1) Application for an Off-Premise 50/50 to be held on November 5, 2023, sponsored by St. Ann's Guild
- 2) Application for an On-Premise 50/50 to be held on November 5, 2023, sponsored by St. Ann's Guild

**COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL**

- 1) Request by the Children's Place Corporate Office, Secaucus, to use Mill Ridge Field #1 on June 13 for a Company Team Building Event-Field Day Activities
- 2) Request by the Manhattan Country School to use the Secaucus Swim Club on Fridays from July 14 to July 28 and on Thursday, August 3 for Summer Camp
- 3) Request by ZT Systems to use Kane Stadium on May 17 or May 19 for the ZTS Barbecue, Food Trucks and Games

COMMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

## Town of Secaucus

### CONSENT AGENDA – 5/9/23

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

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

- 1) A resolution on behalf of the Town of Secaucus regarding authorization to advertise and receive bids for the provision of repair, maintenance and service of equipment/apparatus at various Secaucus Pump Stations, including parts and materials
- 2) A resolution authorizing the award of a professional service contract for the provision of musical entertainment to Van Martin Productions, LLC for the summer concert series
- 3) Resolution appointing Peter Criscuolo to the Replacement Regular Part-Time Position of Court Attendant, effective May 10, 2023, at the rate of \$113.00 per session
- 4) Resolution appointing Baily Fearon (start June 5) and Zachary Miller (start May 15) to the Seasonal Part-Time Laborer Position in the Department of Public Works, each at the hourly rate of \$15.00
- 5) Resolution appointing Lindsey Ross for the Court, (start May 24), Daniel O'Connor for Engineering, (start May 15) and Alessandra Tringali for the Records Bureau, (start May 24) and Diane Goldsack for Engineering, (Start June 5), as Seasonal Part-Time Interns, each at the hourly rate of \$15.00
- 6) Resolution appointing May Halevi as a replacement for the Senior Camp Coordinator for the Summer Day Camp Program and authorizing a stipend of \$7,500.00
- 7) Resolution appointing Marilena Grossi to the Replacement Part-Time Meals on Wheels worker position in Social Services, effective May 14, 2023, at an hourly rate of \$14.13
- 8) A resolution on behalf of the Town of Secaucus declaring Police Department Glock handguns as surplus property
- 9) A resolution on behalf of the Town of Secaucus authorizing execution of Facility Rental Agreements with the New Jersey Flyers Aquatic Club at the Secaucus Swim Club
- 10) A resolution acknowledging that Cannabis Business License applicant Floro Secaucus, LLC has proposed a type of cannabis business that is permitted within the Town and would not exceed any Municipal License Limit
- 11) A resolution on behalf of the Town of Secaucus regarding authorization to advertise and receive bids for the provision of vending machine supply, maintenance and repair services

- 12) Resolution authorizing the settlement of the tax appeal regarding Lot 1 in Block 157.02 Qual: HM and Lot 1, Block 157.02 Qual: T01 of the Town of Secaucus owned during the subject tax years by Gateway Plaza, LLC
- 13) A resolution on behalf of the Town of Secaucus authorizing execution of an agreement for municipal services for Tiffany Court Condominium Association

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

**ORDINANCE NO. 2023-9**

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED “VEHICLES AND TRAFFIC” ADD A PROHIBITED  
PARKING LOCATION ON BORN STREET**

**WHEREAS**, the Mayor and Council recognize that the safety of all motorists, passengers, pedestrians, residents and visitors; and

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

**WHEREAS**, upon the review and recommendation of the Secaucus Police Department Traffic Division, the Mayor and Council have determined an update to the Ordinance to prohibit parking on a section of Born Street is warranted in the interest of public safety to allow safe passage around the road curvature.

**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 127 entitled “Vehicles and Traffic,” §127-23” “Schedule I: No Parking” of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~strikethroughs~~):

§ 127-23. Schedule I: No Parking.

In accordance with the provisions of § 127-7, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
<b>Born Street</b>	<b>North</b>	<b>From the western corner of the driveway of 310 Born Street in a westerly direction for a distance of 25 feet.</b>

2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

3. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or

provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.

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

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 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 \_\_\_\_\_, 2023 and finally adopted by the Mayor and Council on \_\_\_\_\_, 2023.

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Town Clerk

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Mayor

**AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY  
ORDINANCE NO. 2023-10**

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO UPDATE AND DESIGNATE  
A FIRE ZONE ON BORN STREET**

**WHEREAS**, the Mayor and Council recognize that the safety of all residents is of utmost concern, particularly in fire or other emergency situations; and

**WHEREAS**, the Town wants to ensure that vehicles are not parked, blocking or standing at any time in locations critical to the entrance, passage and parking of emergency apparatus; and

**WHEREAS**, a portion of Born Street is being added to the fire zone provisions of §127-60 and -61 upon the recommendation of the Secaucus Police Traffic Division to address the continuing need for access by emergency apparatus in the area of the Born Street Pump Station in the Town of Secaucus.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that Chapter 127 entitled "Vehicles and Traffic", Article XVI entitled "Fire Zones," §127-61 of the Code of the Town of Secaucus be, and is hereby amended as follows:

1. §127-61(P.) shall be amended to read as follows:

**P. Born Street: For a distance of 155 feet along the southern curbline beginning at the western corner of the driveway of 309 Born Street and terminating at the Born Street Pump Station.**

2. There are no other changes to this section of the Code of the Town of Secaucus.

3. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.

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

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





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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS  
FOR THE PROVISION OF REPAIR, MAINTENANCE AND SERVICE OF  
EQUIPMENT/APPARATUS AT VARIOUS SECAUCUS PUMP STATIONS,  
INCLUDING PARTS AND MATERIALS**

**WHEREAS**, the Town of Secaucus requires the provision of repair, maintenance and service of equipment/apparatus at various Secaucus pump stations, including parts and materials;

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

Adopted: May 9, 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 May 9, 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 AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE  
CONTRACT FOR THE PROVISION OF MUSICAL ENTERTAINMENT TO VAN MARTIN  
PRODUCTIONS, LLC FOR THE SUMMER CONCERT SERIES**

**WHEREAS**, the Town of Secaucus has the need for Entertainers for the Summer Concert Series;  
and

**WHEREAS**, the Town of Secaucus has obtained quotes for various bands for said services under the company name of Van Martin Productions, LLC, totaling in the amount of Nineteen Thousand Five Hundred Dollars and 00/100 (\$19,500.00); and

**WHEREAS**, in accordance with N.J.S.A. 40A11-2(6), goods or services that are original and creative in character in a recognized field of artistic endeavor is considered a "Professional Service"; and

**WHEREAS**, in accordance with N.J.S.A. 40A11-5(a)(i) Professional Services may be negotiated and awarded by the governing body without public advertising; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-51822-087

**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 Professional Service Contract for the provision of Musical Entertainment to Van Martin Productions, LLC in an amount not to exceed Nineteen Thousand Five Hundred Dollars and 00/100 (\$19,500.00); and

**BE IT FURTHER RESOLVED**, that Van Martin Productions, LLC. has submitted a Pay to Play disclosure form which certifies that Van Martin Productions, 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 Van Martin Productions, 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: May 9, 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 May 9 2023.

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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**

**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 Municipal Court Judge Karen Boylan and Police Chief Dennis Miller, that the below person is hereby appointed to the replacement regular part time position of Court Attendant (#33000), effective May 10, 2023 as follows:

Criscuolo, Peter

\$113.00/ Session

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 9 2023.

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Town Clerk

Mayor

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

SECAUCUS MUNICIPAL COURT  
MUNICIPAL GOVERNMENT CENTER  
Secaucus, NJ 07094  
201 330-2065  
FAX 201 319-9024

To: Mayor Gonnelli

Thru: Gary Jeffas, Town Administrator  
Keri Eglentowicz, Town Attorney  
Dennis Miller, Chief of Police  
Michael Viggiani, Court Liaison

From: Karen R. Boylan, MCJ

Date: April 29, 2023

Re: Court Attendant

**An exemption to NJSA 2C:39-5 (Unlawful Possession of a Weapon) is NJSA 2C:39-6c(4) a Court attendant serving as such under appointment by the sheriff of the county or by the judge of the municipal court or other court of this State while in performance of his official duties.**

Pursuant to the above I am respectfully requesting the following listed retired law enforcement officer to serve as "Court Attendant" for the calendar year 2023 if needed for in person hearings. The Court Attendant will be responsible for courtroom security and will fall under the command and control of the Secaucus Police Department. I am authorizing the Court Attendant to carry a firearm within the courtroom, while in the performance of his official duties in accordance with NJSA 2C:39-6c (4). However, the only firearm he may possess in the courtroom under my authority are firearms that he has demonstrated proficiency in and are owned and controlled by the Secaucus Police Department.

1. Peter Crisculo

Thank you in advance for your assistance.

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin O'Connor, Superintendent Public Works the following persons are hereby appointed to the seasonal part time laborer position (#50000) effective May 9, 2023.

Fearon, Baily (start June 5)	\$15.00 / Hour
Miller, Zachary (start May 15)	\$15.00 /Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 9, 2023.

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Town Clerk

Mayor

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

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the below persons are hereby appointed to the seasonal part time Intern positions in the various department as follows:

Ross, Lindsey #5389 / Court #17000 (start 5/24/23) \$15.00 /Hour  
O'Connor, Daniel #5996 / Engineering #32002 (start 5/15/23) \$15.00 /Hour  
Tringali, Alessandra / Records Bureau # 31002 (start 5/24/23) \$15.00 /Hour  
Goldsack, Diane #5133 / Engineering #32002 (start 06/05/23) \$15.00/ Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 9, 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**

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

**Senior Camp Coordinator**

Halevi, Amy

\$7,500.00

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 09, 2023.

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

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



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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Lisa Snedeker, Director of Senior and Social Services that the below person is hereby appointed to the replacement part time Meals on Wheels worker position in Social Services Department (#74000), effective May 10, 2023, as follows:

Grossi, Marilena

\$14.13 / hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 09, 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 DECLARING POLICE  
DEPARTMENT GLOCK HANDGUNS AS SURPLUS PROPERTY**

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

**WHEREAS**, the Town of Secaucus Police Department has five (5) handguns that that are being deemed surplus items as upgraded rifles are being purchased; and

**WHEREAS**, upon the recommendation of the Secaucus Police Department, the items listed below shall be turned over to Phoenix Distributors of 145a Philmont Avenue, Feasterville, PA 19053 which is a public safety equipment supply company that will securely transfer the handguns and provide a trade-in value to the Town of Secaucus.

**NOW, THEREFORE, BE IS RESOLVED**, that the Mayor and Council declare the five (5) Glock 23 .40 Caliber Handguns currently in possession of the Secaucus Police Department, and specified on the attached list, as surplus and approve the transfer of these items from the Secaucus Police Department to Phoenix Distributors of 145a Philmont Avenue, Feasterville, PA 19053 for a trade-in amount of One thousand one hundred forty-seven dollars and 30/00 (\$1,147.30); and

**BE IT FURTHER RESOLVED**, it has been determined that the above referenced items should be removed from the inventory as soon as practicable; and

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

May 9, 2023



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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING EXECUTION OF FACILITY RENTAL AGREEMENTS  
WITH THE NEW JERSEY FLYERS AQUATIC CLUB AT THE SECAUCUS SWIM  
CLUB**

**WHEREAS**, use of the Town of Secaucus Swim Club's Outdoor Pools located at 2000 Koelle Boulevard by the Jersey Flyers Aquatic Club (JFAC) for youth swim team activities has occurred in past seasons pursuant to the Town's facility rental policy; and

**WHEREAS**, the Mayor and Council want to continue to implement a recreational/facility use agreement pursuant to the Town's facility rental policy to make available the Town of Secaucus Swim Club's Outdoor Pools located at 2000 Koelle Boulevard to the Jersey Flyers Aquatic Club (JFAC) for youth swim team activities for the dates and times specified for the summer term.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Administrator and/or their designee may finalize terms and execute a Use Agreement for the Jersey Flyers Aquatic Club's (JFAC) use of the Secaucus Swim Club's Outdoor Pools located at 2000 Koelle Boulevard, Secaucus, New Jersey 07094 for specified dates and times for the months of June through July 2023; and

**BE IT FURTHER RESOLVED** that the Lease Agreement will name the Jersey Flyers Aquatic Club (JFAC) as the entity entering the Agreement for the term at a fee based upon hours of usage per month at a rate of One hundred dollars (\$100.00) per hour; and

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

May 9, 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 May 9, 2023.

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Town Clerk

Mayor

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

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

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

**Name: Jersey Flyers Aquatic Club (JFAC) hereinafter "JFAC"**  
**Contact Person: Ruben Sembrano**  
**Address: 151 Prospect Street, Hasbrouck Heights, New Jersey 07604**  
**Phone: (201) 321-6153**  
**E-mail: rubsem151@aol.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 pool/lane use at the Secaucus Swim Club located at 2000 Koelle Boulevard, Town of Secaucus, New Jersey (hereinafter "Facility") to JFAC for the dates, time period and event described below from June 26, 2023 through July 28, 2023:

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

<u>DAYS</u>	<u>TIME</u>	<u>POOL</u>
MON. TUES. WED. THURS. FRI.	7:00 A.M. – 9:00 A.M.	Training Pool: Six (6) lanes and Large Lap Pool Area

If extreme temperatures or weather occurs, JFAC may call Mary Miller of the Recreation Center for use of the four (4) lanes of the indoor pool at the Secaucus Recreation Center at 1200 Koelle Boulevard. If available for use, such shall be in accordance with current state guidelines, CDC restrictions and USA Swimming guidance.

Any additional dates or requests shall be made in writing to the Department of Recreation.

If the Town needs to utilize the pool for public purpose during scheduled hours, staff will inform JFAC with forty-eight (48) hours advance notice, to the extent feasible, and work with JFAC to reschedule.

**3. EVENT/ACTIVITIES.** The Renter will use the Facility for the following event/activities: swim team practice for participants in the JFAC utilizing lanes of the Secaucus Swim Club, located at 2000 Koelle Boulevard, Secaucus, New Jersey. Bathroom facilities will be open in case of need. Showers will only be open for rinsing off prior to entering the pool. A Town of Secaucus staff member will be present on site.

**4. RENT.** The Renter agrees to pay the Town of Secaucus, Department of Recreation an amount of \$100.00 per hour for the use of lanes at the facility as noted in Provision 2. The fee calculations are as follows:

**June 26, 2023 through July 28, 2023:\***

\*The pool is not available for use on Tuesday, July 4, 2023.

Total days: \$100.00 per hour x 2 hours x 24 days = \$4,800.00

**TOTAL DUE: \$4,800.00**

Payment shall be made within ten (10) days of entering the contract. A list of dates that JFAC will not be using the pool shall be provided in that timeframe so that the fee can be adjusted or other arrangements made.

**5. OBLIGATIONS OF RENTER.** The Renter agrees to all terms set forth.

JFAC shall provide adequate certified lifeguards for the duration of all rental periods (one per pool being utilized). Lifeguards shall remain in the lifeguard stands for the duration of the pool use. Credentials/certifications of the lifeguards shall be provided to the Recreation Department prior to the rental term.

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, the Renter will return the Facility to a neat, orderly and clean condition. The 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 the Renter and/or the Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

The Renter shall provide any necessary waivers and/or COVID-19 waivers for all participants prior to entry.

**6. OCCUPANCY.** Occupancy shall be within posted facility limits and shall be in accordance with current Governor's Executive Orders, Department of Health Regulations, Secaucus Swim Club policy and USA swimming regulations. Only team members and coaches shall be allowed in the Facility during practice.

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

**8. INSURANCE.** The Renter agrees to procure and maintain at their sole cost and expense any insurance required by the Town of Secaucus and present a copy of such to the Town of Secaucus prior to the use.

**9. POOL MAINTENANCE.** The Town shall maintain the pool in accordance with industry standards and legal requirements and shall repair the pool as necessary in a prompt fashion.

**10. INDEMNIFICATION AND HOLD HARMLESS.** The Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which results from claims of injury to persons or property from any cause arising directly from the use and occupancy of the Facility by the Renter and the 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, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter.

The Renter shall ensure that all its guests, attendees and participants sign any required information sheets and releases required by the Recreation Department, or rental privileges may be revoked. The 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.** This Agreement may be cancelled by either party if provided in writing upon ten (10) days' notice.

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, weather events (including but not limited to snow, thunder or lightning), 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 agrees to take reasonable steps to provide alternate time for use or, if not possible, to partially refund a pro-rated amount of the fee based on the length of the rental if such occurs due to the above reasons 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 an Event to confirm the Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that the Renter has breached a term of this Agreement, the Town shall notify the Renter thereof in writing. The Renter shall have five (5) days to cure such alleged breach, failing which, the Town may terminate this Rental Agreement prior to the expiration of its term without any refund to the Renter. If the Town determines, in its sole judgment, that the Renter has breached a term of this Agreement that compromises the immediate safety or health of any individual or poses an immediate danger or risk of damage to the Facility, the Town may immediately terminate this Rental Agreement prior to the expiration of its term without any refund to the Renter.

**14. ADDITIONAL PROVISIONS.** In order to facilitate use of the Secaucus Swim Club Pool and to ensure a safe and healthy environment for all concerned, the following conditions of use must be adhered to:

- a) An authorized USA Swimming Coach and JFAC provided certified Lifeguard must be on deck at all times when the pool is being used by JFAC. Certification must be in accordance with USA Swimming regulations. Proof of current Certifications for all coaches and lifeguards must be on file with the Secaucus Recreation Director or their designee.
- b) **ONLY** JFAC members and coaches are permitted to enter the facility during practice. JFAC shall provide a full roster with emergency contact information. Members may not enter until the coach is present and supervising the program. Entry shall not be more than fifteen (15) minutes prior to a scheduled practice or time slot.
- c) JFAC members are encouraged to bring their own locks for the daily use lockers. All items and locks shall be removed by members at the end of practice.
- d) JFAC shall be responsible for complete cleanup of the locker rooms and pool deck associated with use. All equipment is to be put away after each practice in the designated storage areas. JFAC coach or staff must inspect the deck and locker rooms after each session prior to departing the facility.
- e) All Secaucus Swim Club pool rules must be followed by all. Coaching staff is responsible for enforcing all pool and locker room rules. All fire and life safety guidelines must be observed.
- f) JFAC members, family members and spectators shall be supervised at all times by JFAC staff while inside the pool and pool area. Coaching staff must remain inside the pool area until all participants have exited.
- g) JFAC coaches are responsible for all team members to be picked up before leaving the facility.
- h) Children must be supervised at all times and must remain in the designated Facility rental area. Children should not be dropped off and left unattended on the premises. Children should only be on premises with a guardian, responsible adult or a coach/JFAC staff.
- i) Glass bottles and alcohol are not permitted at the Secaucus Swim Club at any time.
- j) Diving in water less than seven (7) feet is prohibited at all times.
- k) All garbage and recyclables must be placed in the proper containers that are provided in the Facility.
- l) JFAC is responsible for the cost of any additional maintenance/custodial service required due to damage or excessive clean up resulting from JFAC use.



- m) JFAC acknowledges that the facility will not be available for use by them on weekend dates when the Secaucus Swim Club is rented out for a prior event.
- n) JFAC is not permitted to use any other parts of the facility for any practice unless a prior agreement between the Town of Secaucus (Secaucus Recreation Center) and JFAC is in place. Cost shall be in accordance with the Town's facility rental fees on file with the Town Clerk. A minimum of twenty-four (24) hours advance notice shall be given.
- o) The Town of Secaucus shall not be held responsible for lost or stolen articles.
- p) **All COVID-19 state, federal and local guidelines shall be followed.** This includes:
  - o Social distancing practices in the facility is required. For swim teams, all practices must be in accordance with USA Swimming social distancing practice layouts.
  - o All members and coaches must be informed not to enter the Recreation Center if experiencing any of these symptoms: fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and/or diarrhea.
  - o If masks are required in the facility, JFAC will be responsible for ensuring all members and coaches have masks/face coverings and will provide in the event a member or coach does not have one.
  - o No masks are permitted when swimming in any pool.

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

**Agreed to on behalf of the Jersey Flyers Aquatic Club (JFAC)**

By \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature of Renter)

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

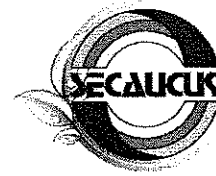
\_\_\_\_\_ Phone: \_\_\_\_\_

**Agreed to on behalf of the Town of Secaucus**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Gary M. Jeffas, Esq., Town Administrator

**SECAUCUS RECREATION DEPARTMENT**

**COVID-19 WAIVER – FACILITY RENTAL**



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

Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**TO BE SIGNED BY ALL PARTICIPANTS:**

**INDEMNIFICATION AND HOLD HARMLESS.** I, on behalf of myself, and my child or children listed below, agree 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, equipment, building, grounds or part of the building, facilities and services by me, and my child or children.

<b>NAME (if over 18 or Parent Name)</b>	<b>CHILD/CHILDREN'S NAME(S) &amp; ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>
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**TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
Facility Rental Agreement**

This Rental Agreement, dated May \_\_\_\_\_, 2023 by and between the Town of Secaucus, Department of Recreation (hereinafter “Town”) and the following:

**Name: Jersey Flyers Aquatic Club (JFAC) hereinafter “JFAC”**  
**Contact Person: Ruben Sembrano**  
**Address: 151 Prospect Street, Hasbrouck Heights, New Jersey 07604**  
**Phone: 201-321-6153**  
**Email: rubsem151@aol.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 pool/lane use at the Secaucus Swim Club located at 2000 Koelle Boulevard, Town of Secaucus, New Jersey (hereinafter “Facility”) to JFAC for the dates, time period and event described below from June 1, 2023 through June 30, 2023:

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

<u>DAYS</u>	<u>TIME</u>	<u>Pool</u>
MON. TUES. WED. THURS. FRI.	<b>June 1 to June 16:</b> 4:30 PM – 6:30 PM *time +/- 30 minutes	Training Pool: 6 lanes and Main Pool Area
	<b>June 19 to June 30:</b> 7:00 AM – 9:00 AM *time +/- 30 minutes	

If extreme temperatures or weather occurs, JFAC may call Mary Miller of the Recreation Center for use of the 4 lanes of the indoor pool at the Secaucus Recreation Center at 1200 Koelle Blvd. If available for use, such shall be in accordance with current state guidelines, CDC restrictions and USA Swimming guidance.

Any additional dates or requests shall be made in writing to the Department of Recreation.

If the Town needs to utilize the pool for public purpose during scheduled hours, staff will inform JFAC with forty-eight (48) hours advance notice, to the extent feasible, and work with JFAC to reschedule.

**3. EVENT/ACTIVITIES.** Renter will use the Facility for the following event/activities: swim team practice for participants in the JFAC utilizing lanes of the Secaucus Swim Club, located at 2000 Koelle Boulevard, Secaucus, New Jersey. Bathroom facilities will be open in case of need. Showers will only be open for rinsing off prior to entering the pool. A Town of Secaucus staff member will be present on site.

**4. RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation an amount of \$100.00 per hour for use of lanes at the facility as noted in Provision 2. The fee calculations is as follows

**June 1, 2023 through June 30, 2023:**  
 Total days: \$100.00 per hour x 2 hours x 22 days = \$4,400.00

**TOTAL DUE: \$4,400.00**

Payment shall be made within ten (10) days of entering the contract. A list of dates that JFAC will not be using the pool shall be provided in that timeframe so that the fee can be adjusted or other arrangements made.

**5. OBLIGATIONS OF RENTER.** The Renter agrees to all terms set forth.

JFAC shall provide adequate certified lifeguards for the duration of all rental periods (one per pool being utilized). Lifeguards shall remain in the lifeguard stands for the duration of the pool use. Credentials/certifications of the lifeguards shall be provided to the Recreation Department prior to the rental term.

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.

Renter shall provide any necessary waivers and/or COVID-19 waivers for all participants prior to entry.

**6. OCCUPANCY.** Occupancy shall be within posted facility limits and shall be in accordance with current Governor's Executive Orders, Department of Health Regulations, Secaucus Swim Club policy and USA swimming regulations. Only team members and coaches shall be allowed in the Facility during practice.

**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 and present a copy of such to the Town of Secaucus prior to the use.

**9. POOL MAINTENANCE.** The Town shall maintain the pool in accordance with industry standards and legal requirements and shall repair the pool as necessary in a prompt fashion.

**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 results from claims of injury to persons or property from any cause arising directly from 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, 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 ensure that all its 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.** This Agreement may be cancelled by either party if provided in writing upon ten (10) days' notice.

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, weather events (including but not limited to snow, thunder or lightning), 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 agrees to take reasonable steps to provide alternate time for use or, if not possible, to partially refund a pro-rated amount of the fee based on the length of the rental if such occurs due to the above reasons 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 an 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 notify Renter thereof in writing. Renter shall have five (5) days to cure such alleged breach, failing which, the Town may terminate this Rental Agreement prior to the expiration of its term without any refund to Renter. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement that compromises the immediate safety or health of any individual or poses an immediate danger or risk of damage to the Facility, the Town may immediately terminate this Rental Agreement prior to the expiration of its term without any refund to Renter.

**14. ADDITIONAL PROVISIONS.** In order to facilitate use of the Secaucus Swim Club Pool and to ensure a safe and healthy environment for all concerned, the following conditions of use must be adhered to:

- a) An authorized USA Swimming Coach and JFAC provided certified Lifeguard must be on deck at all times when the pool is being used by JFAC. Certification must be in accordance with USA Swimming regulations. Proof of current Certifications for all coaches and lifeguards must be on file with the Secaucus Recreation Director or their designee.
- b) **ONLY** JFAC members and coaches are permitted to enter the facility during practice. JFAC shall provide a full roster with emergency contact information. Members may not enter until the coach is present and supervising the program. Entry shall not be more than fifteen (15) minutes prior to a scheduled practice or time slot.
- c) JFAC members are encouraged to bring their own locks for the daily use lockers. All items and locks shall be removed by members at the end of practice.
- d) JFAC shall be responsible for complete cleanup of the locker rooms and pool deck associated with use. All equipment is to be put away after each practice in the designated storage areas. JFAC coach or staff must inspect the deck and locker rooms after each session prior to departing the facility.
- e) All Secaucus Swim Club pool rules must be followed by all. Coaching staff is responsible for enforcing all pool and locker room rules. All fire and life safety guidelines must be observed.
- f) JFAC members, family members and spectators shall be supervised at all times by JFAC staff while inside the pool and pool area. Coaching staff must remain inside the pool area until all participants have exited.
- g) JFAC coaches are responsible for all team members to be picked up before leaving the facility.
- h) Children must be supervised at all times and must remain in the designated Facility rental area. Children should not be dropped off and left unattended on the premises. Children should only be on premises with a guardian, responsible adult or a coach/JFAC staff.
- i) Glass bottles and alcohol are not permitted at the Secaucus Swim Club at any time.
- j) Diving in water less than seven (7) feet is prohibited at all times.
- k) All garbage and recyclables must be placed in the proper containers that are provided in the Facility.

- l) JFAC is responsible for the cost of any additional maintenance/custodial service required due to damage or excessive clean up resulting from JFAC use.
- m) JFAC acknowledges that the facility will not be available for use by them on weekend dates when the Secaucus Swim Club is rented out for a prior event.
- n) JFAC is not permitted to use any other parts of the facility for any practice unless a prior agreement between the Town of Secaucus (Secaucus Recreation Center) and JFAC is in place. Cost shall be in accordance with the Town's facility rental fees on file with the Town Clerk. A minimum of twenty-four (24) hours advance notice shall be given.
- o) The Town of Secaucus shall not be held responsible for lost or stolen articles.
- p) **All COVID-19 state, federal and local guidelines shall be followed.** This includes:
  - o Social distancing practices in the facility is required. For swim teams, all practices must be in accordance with USA Swimming social distancing practice layouts.
  - o All members and coaches must be informed not to enter the Recreation Center if experiencing any of these symptoms: fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and/or diarrhea.
  - o If masks are required in the facility, JFAC will be responsible for ensuring all members and coaches have masks/face coverings and will provide in the event a member or coach does not have one.
  - o No masks are permitted when swimming in any pool.

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

**Agreed to on behalf of the Jersey Flyers Aquatic Club (JFAC)**

By \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature of renter)

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

\_\_\_\_\_ Phone: \_\_\_\_\_

**Agreed to on behalf of the Town of Secaucus**

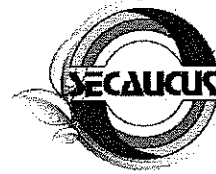
By \_\_\_\_\_ Date \_\_\_\_\_  
 Gary M. Jeffas, Esq., Town Administrator





**SECAUCUS RECREATION DEPARTMENT**

**COVID-19 WAIVER – FACILITY RENTAL**



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

Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**TO BE SIGNED BY ALL PARTICIPANTS:**

**INDEMNIFICATION AND HOLD HARMLESS.** I, on behalf of myself, and my child or children listed below, agree 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, equipment, building, grounds or part of the building, facilities and services by me, and my child or children.

<b>NAME (if over 18 or Parent Name)</b>	<b>CHILD/CHILDREN'S NAME(S) &amp; ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>
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Resolution No. \_\_\_\_\_

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

**A RESOLUTION ACKNOWLEDGING THAT CANNABIS BUSINESS LICENSE  
APPLICANT FLORO SECAUCUS LLC HAS PROPOSED A TYPE OF  
CANNABIS BUSINESS THAT IS PERMITTED WITHIN THE TOWN  
AND WOULD NOT EXCEED ANY MUNICIPAL LICENSE LIMIT**

**WHEREAS**, in November 2020, New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to legalize a controlled form of marijuana called “cannabis” for adults at least twenty-one (21) years of age; and

**WHEREAS**, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the “Act”), which legalizes the recreational use of cannabis by adults twenty-one (21) years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational cannabis operations, use and possession; and

**WHEREAS**, Section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis businesses allowed to operate within their boundaries, as well as the location, manner, and times of operation of such businesses, and establishing civil penalties for the violation of any such regulations; and

**WHEREAS**, pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), codified at N.J.S.A. 24:6I-31 et seq., the Town of Secaucus (“Town”) adopted Ordinance No. 2022-9 to regulate and tax cannabis businesses within the Town; and

**WHEREAS**, under the Act, prospective cannabis business license-applicants are required to submit to the New Jersey Cannabis Regulatory Commission, *inter alia*, a Resolution from the governing body of any potential host-municipality, certifying that the municipality has authorized the type of cannabis business license being sought by the license-applicant to operate within its jurisdiction, and a confirmation that, if the municipality has imposed a limit on the number of licensed cannabis businesses, the issuance of a license to the applicant by the Commission would not exceed that limit; and

**WHEREAS**, the Town has received a request for such an aforementioned Resolution from Floro Secaucus, LLC which seeks a license from the Commission for a Class 5 Cannabis Business License to be potentially located within the Town at the address of 900 Castle Road, identified as Block 9, Lot 6.03, located in the Industrial A Zone (LIA) where retail cannabis is permitted; and

**WHEREAS**, the Town of Secaucus has not imposed a limit on the number of licensed cannabis businesses within its jurisdiction and, therefore, has determined that the issuance of an

adult personal use retail license to Floro Secaucus, LLC by the New Jersey Cannabis Regulatory Commission would not exceed any licensing limits; and

**WHEREAS**, the Mayor and Council submit no preferences in regards to licensing and provide Floro Secaucus, LLC with local support with no particular preference.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Council of the Town of Secaucus in the County of Hudson, State of New Jersey, authorize the issuance of this Resolution of local support for Floro Secaucus LLC for a Class 5 Cannabis Business License and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be forwarded to the Town Administrator and Floro Secaucus LLC.

Adopted: May 9, 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 May 9, 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  
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS  
FOR THE PROVISION OF VENDING MACHINE SUPPLY, MAINTENANCE  
AND REPAIR SERVICES**

**WHEREAS**, the Town of Secaucus requires the provisions of vending machine supply, maintenance and repair services for vending machines located throughout the Town at buildings and properties owned by the Town of Secaucus and utilized for municipal and public use.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Clerk is hereby authorized to advertise for and to receive bids from vendors for the provision of vending machine supply, maintenance and repair services located throughout the Town at buildings and properties owned by the Town of Secaucus.

Adopted: May 9, 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 May 9, 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 THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 1 IN BLOCK 157.02  
QUAL: HM AND LOT 1 BLOCK 157.02 QUAL: TO1 OF THE  
TOWN OF SECAUCUS OWNED DURING THE SUBJECT  
TAX YEARS BY GATEWAY PLAZA LLC**

**WHEREAS**, the Taxpayer is the record owner of Tax Block 157.02 Lot 1 Qual: HM located at 1 Harmon Meadow Boulevard and Block 157.02 Lot 1 Qual: TO1 which corresponds to a cellular tower located on the roof of the building; and

**WHEREAS**, several years ago Taxpayer filed tax appeals for Tax Years 2012, 2015, 2016, 2017, 2019; 2020; and 2021; and

**WHEREAS**, in 2022 the Parties agreed to settle all outstanding tax appeals under the terms set down in an executed Stipulation of Settlement, a copy of which is attached and annexed hereto; and

**WHEREAS**, according to Paragraph 5 of the subject Stipulation of Settlement, the combined Assessed Value for the Block 157.02 Lot 1 Qual: HM and Block 157.02 Lot 1 Qual: TO1 was to be three million seven hundred fifty thousand (\$3,750,000) dollars for the 2022 Tax Year; and

**WHEREAS**, due to inadvertent error, the tax records indicated that the Assessed Value for Block 157.02 Lot 1 Qual: HM was changed to three million seven hundred fifty thousand (\$3,750,000) dollars and the Assessed Value of Block 157.02 Lot 1 Qual: TO1 remained unchanged at one hundred twenty thousand seven hundred (\$120,700) dollars; and

**WHEREAS**, in order to comply with Paragraph 5 of the above referenced Stipulation of Settlement Block 157.02 Lot 1 Qual: HM should have an Assessed Value of three million six hundred twenty-nine thousand three hundred (\$3,629,300) dollars and the Assessed Value of the cellular tower remain unchanged.

**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 Assessment Value of the property located at 1 Harmon Meadow Boulevard (Lot 1, Block 157.02, Qual: HM) shall be three million six hundred twenty-nine thousand three hundred (\$3,629,300) dollars.

2. The Assessment Value of Lot 1 Block 157.02 Qual: TO1 shall remain at one hundred twenty thousand seven hundred (\$120,700) dollars.

3. The Taxpayer shall receive a total Tax Repayment in the amount of four thousand five hundred forty-one dollars and ninety-four cents (\$4,541.94) for the 2022 Tax Year to be satisfied as either a credit to be applied against future real property taxes or a direct cash payment to be determined by the Town.

4. The tax payment for the 2023 Tax Year, if any, shall be calculated by the Tax Collector once the subject tax rate for that year is set and the form of repayment (if any) also be determined by the Town.

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

6. The Town Tax Assessor is hereby directed to amend its records accordingly.

7. The Town Tax Collector is hereby authorized to effectuate the tax repayment and to make any other adjustments to same as necessary in her judgment.

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



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

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

\_\_\_\_\_  
Mayor

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

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

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

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

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

**WHEREAS**, it is necessary for the Town to enter into a Municipal Services Agreement with Tiffany Court Condominium Association located within the Town of Secaucus under the Act which sets forth the municipal services that the Town will be responsible for and will reimburse for, namely the lighting of qualified streets and roadways and the removal of snow and ice from qualified roadways for the periods 2023 through 2027.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval is given for the Mayor, Town Administrator or his designee to execute an Agreement for Municipal Services with the qualified private community, Tiffany Court Condominium Association for the period of January 1, 2023 to December 31, 2027; and

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

Adopted: May 9, 2023