

Town of Secaucus

CONSENT AGENDA – 5/10/22

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

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

1. Resolution granting Herbert Degenhardt an unpaid leave of absence while on State temporary disability for pension and continued life insurance purposes from April 25, 2022 thru October 27, 2022
2. Resolution granting Jennifer DeCecco, who is grandfathered for pension and life insurance purposes, an unpaid leave of absence while on State temporary disability starting May 3, 2022, with a concluding date to be determined
3. Resolution appointing Matthew Deleon and Silvia Zegarra as Regular Part-Time Custodians at the Rec Center Department, effective May11, 2022, each at the hourly rate of \$13.00
4. Resolution appointing Savannahleigh Quinlan, (Start Date 5/16/22), Diane Goldsack, (Start Date 5/18/22), and Sahil Nagpal, (Start Date 5/31/22), to Seasonal Part-Time Intern positions in the Court, Engineering Department and Records Bureau respectively, with Diane Goldsack at the hourly rate of \$15.00 and Savannahleigh Quinlan and Sahil Nagpal at the hourly rate of \$13.00
5. Resolution appointing an Assistant Manager, Maintenance Personnel and Custodial Personnel to the Secaucus Swim Club, retro to April 27, 2022
6. Resolution authorizing the Mayor as the signatory on treatment works approval permits
7. A resolution on behalf of the Town of Secaucus authorizing the award of a professional services contract for consulting engineering services to Boswell Engineering
8. A resolution on behalf of the Town of Secaucus to execute an Apiary Agreement for the 2022 Bee Season with Werf's Honey
9. A resolution on behalf of the Town of Secaucus supporting the Bureau of Fire Prevention Youth Fire Setting Prevention Program

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - MAY 10, 2022
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2022-5: An ordinance amending Chapter 135 "Zoning" of the Code of the Town of Secaucus to update various provisions

Ordinance No. 2022-9: An ordinance repealing Section 135-6G of the Code of the Town of Secaucus and replacing it by ordinance permitting cannabis establishments as a conditional use/special exception within the Light Industrial A Zone in the Town of Secaucus regarding the operation of any class of cannabis businesses within the Town of Secaucus other than medical cannabis dispensaries as authorized by the Jake Honig Compassionate Use Medical Cannabis Act, N.J.S.A. 24:6I-1 et seq., and authorizing a transfer tax related to adult use commercial recreational cannabis

RESOLUTIONS (CONSENT AGENDA)

BINGO/RAFFLE APPLICATIONS

- 1) Application for an On Premise 50/50 Fair Share Raffle to be held on September 17, 2022, with a rain date of September 18, 2022, sponsored by Friends of the Secaucus Public Library
- 2) Application for an Off Premise 50/50 to be held on November 6, 2022, sponsored by St. Ann Guild
- 3) Application for an On Premise 50/50 Raffle to be held on November 6, 2022, sponsored by St. Ann Guild

BINGO/RAFFLE APPLICATIONS (CONTINUED)

4) Application for an Off Premise 50/50 to be held on June 18, 2022, sponsored by St. Matthew Evangelical Lutheran Church

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUCIL

1) Request by Bhumika Shah to use Buchmuller Park on May 17 for a Job Fair/Hiring Event

2) Acceptance of the appointment Jorge L. Fernandez-Paulino as a Probationary Firefighter for the Secaucus Volunteer Fire Department, effective May 4, 2022

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2022-5

AN ORDINANCE AMENDING CHAPTER 135 "ZONING" OF THE CODE OF THE
TOWN OF SECAUCUS TO UPDATE VARIOUS PROVISIONS

WHEREAS, the Town of Secaucus has established a Zoning Ordinance pursuant to the Municipal Land Use Law designed to regulate buildings and uses as to their extent and impact upon the landscape; and

WHEREAS, the Mayor and Council have determined that changes, recommended by the Construction and Zoning Officials, are needed to update provisions in Chapter 135 regarding, accessory structures, driveways, front and side yard setbacks and use, and non-conforming uses.

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. The following sections and provisions of Chapter 135 of the Code of the Town of Secaucus, "Zoning" be, and are hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

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§ 135-2 Definitions.

...

B.

The following words and phrases shall have the meanings herein indicated:

ACCESSORY STRUCTURE OR USE

~~A building or use, which is customarily incident to the principal, primary or main use of a building or use and so necessary or commonly to be expected that it cannot be supposed that this chapter intends to prevent.~~ **A structure detached from a principal building located on the same lot and customarily incidental and subordinate to the principal building or use. No accessory structure shall be used for human habitation.**

...

BUILDING LINE

~~A line parallel to the streetline established by the closest part of a building to the street.~~ **A line parallel to the street right-of-way line touching that part of a structure or an enclosed portico/porch closest to the street.**

...

DORMER

A top floor projection built out from a sloping roof that contains a window.

...

FRONT YARD

A yard extending the full width of the lot along the front line and extending in depth from the lot line to the nearest point of the permitted principal or accessory building on the lot. The front stairs are excluded.

...

§ 135-3 Nonconforming uses, lots and structures.

A.

...

B.

~~Failure to conform with the parking requirements of Article IV of this chapter shall not prevent a change in use when (a) the existing use and the proposed new use are both permitted uses in the zoning district in which the use is located pursuant to Article III of this chapter; (b) the existing use is a permitted nonconforming use in respect to parking requirements, in that it and its predecessor use or uses was or were in lawful existence prior to the adoption or modification of, and failed to conform with, such parking requirements; and (c) parking shall be provided for the new use to the same extent that it was provided prior to the change in use (but this condition shall not be understood to apply where such prior parking was not provided on property in common ownership with the property on which the nonconforming use was conducted.)~~

C. B.

Nonconforming Lots. The following requirements shall apply to nonconforming lots:

(1)

...

135-3A. Expansion of non-conforming uses prohibited; exceptions.

A.

A non-conforming use shall not be extended, expanded, enlarged or increased in density or otherwise altered so as to increase the degree of non-conformity. However, the following shall be permitted:

(1) A dormer may be constructed from a sloping roof provided, however, that the existing floor space is not increased, the existing roof ridge remains the same and such expansion shall not be inconsistent with any other section of this code.

(2) A deck may be constructed on a lot provided that such deck, in and of itself, does not violate any side yard, front yard, or rear yard requirements, or open space requirements, and such construction shall not be inconsistent with any other section of this code. Existing non-conforming decks can be replaced in the same position.

(3) Existing non-conforming steps leading to the principal structure may be replaced in same location and same size.

(4) Existing sunken/depressed driveways and garage may be removed or filled in without a Zoning Board of Appeals hearing at the property owner's request upon the provision of proof of flooding conditions.

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§ 135-6 Use regulations.

A.

A Residence Zone permitted uses. The following uses only shall be permitted in the A Residence Zone:

...

(5)

Permitted accessory uses and structures. The following accessory uses and structures shall be permitted in conjunction with a principal use:

(a)

Private garage for residential purposes not to exceed 700 sf. in floor area.

(b)

Swimming pool.

(c)

Residential tool shed not to exceed 120 sf. in floor area.

(d)

Accessory uses customarily incidental to a residential use.

(e)

No more than one accessory building and one residential tool shed per principal building shall be permitted. **An accessory structure ancillary to a residential swimming pool may only be erected on the same lot as the principal structure and shall not exceed 50 sf. in floor area and 10 feet in height.**

B.

B Residence Zone permitted uses. The following uses only shall be permitted in the B Residence Zone:

...

(6)

Permitted accessory uses and structures. The following accessory uses and structures shall be permitted in conjunction with a principal use:

(a)

Private garage for residential purposes not to exceed 700 sf. in floor area.

(b)

Swimming pool.

(c)

Residential tool shed not to exceed 120 sf. in floor area.

(d)

Accessory uses customarily incidental to a residential use.

(e)

No more than one accessory building and one residential tool shed per principal building shall be permitted. **An accessory structure ancillary to a residential**

swimming pool may only be erected on the same lot as the principal structure and shall not exceed 50 sf. in floor area and 10 feet in height.

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§ 135-7.1 Height, area and bulk regulations for residential uses.

A.

A Residential Zone. The following height, area and bulk requirements shall apply to the A Residential Zone.

...

(4)

Building setback, front yard: No building shall be constructed closer to the front property line than 20 feet, **measured from the foundation walls of the principal structure or an enclosed portico/porch and the front property line.** For structures located in a flood zone, no building shall be constructed closer to the front property line than 20 feet from the foundation of the principal structure.

...

(16)

A minimum five-foot lot line setback required for new AC equipment, heat pump units, pool filters or other equipment that serves one (1) and two (2) family dwellings. No such equipment can be installed in the front yard of a structure. Existing non-conforming AC equipment, heat pump units, pool filters or other equipment that serves one (1) and two (2) family dwellings, may be replaced in same location and same size.

B.

B Residential Zone. The following height, area and bulk requirements shall apply to the B Residential Zone.

(1)

Minimum lot area: No lot with less than 5,000 square feet of lot area shall be constructed upon.

(2)

Minimum lot width: No lot with less than 50 feet in lot width shall be constructed upon.

(3)

Maximum building height: If the property is located in a flood zone as designated by the Town of Secaucus by ordinance, no principal building shall be constructed in excess of 35 feet or more than three stories, and no basements, ~~or cellars or sunken or depressed driveways or garages~~ shall be permitted. With respect to all properties not located in a designated flood zone by the Town of Secaucus by ordinance, no principal building shall be constructed in excess of 30 feet or more than two stories, and basements or cellars shall be permitted. No accessory building shall exceed 20 13 feet in height in the B Residential Zone.

(4)

Building setback: No building shall be constructed closer to the front property line than 20 feet, **measured from the foundation walls of the principal structure or an enclosed**

portico/porch and the front property line, unless the proposed lot is an infill site which should be set back to match the existing average setback of dwellings on either side. For structures located in a flood zone, no building shall be constructed closer to the front property line than 20 feet from the foundation of the principal structure.

(5)

Side yards: two side yards shall be provided, each no less than five feet.

(6)

Rear yard: A rear yard shall be provided with a minimum of 20 feet or 20% of the lot length, whichever is greater. A minimum five-foot lot line setback required for new AC equipment, heat pump units, pool filters or other equipment that serves one (1) and two (2) family dwellings. No such equipment can be installed in the front yard of a structure.

...

(17)

A minimum five-foot lot line setback required for new AC equipment, heat pump units, pool filters or other equipment that serves one (1) and two (2) family dwellings. No such equipment can be installed in the front yard of a structure. Existing non-conforming AC equipment, heat pump units, pool filters or other equipment that serves one (1) and two (2) family dwellings. may be replaced in same location and same size.

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§ 135-7.2 Residential driveway specifications and use; procedures.

A.

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C.

Driveway and curb cut widths on All single- and two-family dwellings shall be limited to a maximum of one (1) driveway curb cut per property. The following driveway and curb cut widths shall be permitted for single- and two-family dwellings:

(1)

Single car garage, stacked car (one vehicle behind another) garage or no garage.

(a)

The curb cut shall be a minimum of 10 feet and a maximum of 12 feet.

(b)

The driveway width shall be a minimum of nine feet and a maximum of 12 feet.

(c) Driveways directly adjacent to the main entrance walkway should provide delineation buffer or either a raised curb or landscaping buffer along two-thirds (2/3) of the driveway/walkway length. Proposed design shall be approved by the Zoning Official.

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G.

Residential driveways, from the sidewalk to the garage, shall be constructed utilizing one of the following specifications:

(1)

2" FABC Mix I-5 bituminous surface course on a 6" quarry blend stone base;

(2)

4" thick NJDOT Class B concrete with No. 9 reinforcement wire or equivalent on a stabilized sub-base;

(3)

6" thick NJDOT Class B concrete on a stabilized sub-base;

(4)

Concrete pavers installed in accordance with the manufacturer's specifications as approved by the Construction Code Official; or

(5)

Another durable, dust free material as approved by the Construction Code Official.

2. This Ordinance shall be subject to review and recommendation by the Town Planning Board in accordance with N.J.S.A. 40:55D-26.
3. The County Planning Board shall be provided notice of this proposed ordinance in accordance with N.J.S.A. 40:27-6.10.
4. There are no other changes to this Chapter of the Code of the Town of Secaucus.
5. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
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 law.

IT IS FURTHER ORDAINED that the remainder of this Chapter and 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 March 22, 2022 and finally adopted by the Mayor and Council on May 10, 2022.

Town Clerk Mayor

Introduction 3-22-22

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

Adoption 5-10-22

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

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

ORDINANCE NO. 2022-9

AN ORDINANCE REPEALING SECTION 135-6G OF THE CODE OF THE TOWN OF SECAUCUS AND REPLACING IT BY ORDINANCE PERMITTING CANNABIS ESTABLISHMENTS AS A CONDITIONAL USE/SPECIAL EXCEPTION WITHIN THE LIGHT INDUSTRIAL A ZONE IN THE TOWN OF SECAUCUS REGARDING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN THE TOWN OF SECAUCUS OTHER THAN MEDICAL CANNABIS DISPENSARIES AS AUTHORIZED BY THE JAKE HONIG COMPASSIONATE USE MEDICAL CANNABIS ACT, N.J.S.A. 24:6I-1 ET SEQ., AND AUTHORIZING A TRANSFER TAX RELATED TO ADULT USE COMMERCIAL RECREATIONAL CANNABIS

WHEREAS, in 2020, New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Philip Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" ("The Act"), codified at N.J.S.A. 24:6I-31 et seq., which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, The Act establishes six marketplace classes of licensed Cannabis Businesses, including:

- (1) Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- (2) Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- (3) Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- (4) Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from one licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- (5) Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- (6) Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be

presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, under The Act, every municipality had the option to authorize and regulate cannabis businesses, the number of licensed businesses, as well as their location, manner and times of operation within its jurisdiction, in a manner consistent with The Act, with the exception of delivery services which are subject to regulation by the New Jersey Cannabis Regulatory Commission; and

WHEREAS, the Town of Secaucus determined to adopt Ordinance No. 2021-21 to prohibit the operation of all classes of cannabis businesses, and cannabis establishments, cultivators, manufacturers, wholesalers, retailers, distributors, or delivery services anywhere in the municipality, and was enacted by the Town Secaucus pursuant to the specific authority to do so, which authority is provided to the Town of Secaucus by The Act; and

WHEREAS, the Town of Secaucus now repeals Ordinance No. 2021-21 and adopts regulations, as permitted by The Act, governing the number of cannabis establishments (defined in The Act as "a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer"), cannabis distributors, or cannabis delivery services allowed to operate within their boundaries, as well as the location, manner and times of operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, N.J.S.A. 40:48l-1a.(1) allows a municipality to adopt an ordinance imposing a transfer tax on the sale of cannabis or cannabis items by a cannabis establishment located in the municipality on receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator; receipts from the sale of cannabis items from one cannabis establishment to another cannabis establishment; receipts from the retail sales of cannabis items by a cannabis retailer to retail consumers who are 21 years of age or older; or any combination thereof and permits each municipality to set its own rate or rates, up to two percent of the receipts from each sale by a cannabis cultivator; two percent of the receipts from each sale by a cannabis manufacturer; one percent of the receipts from each sale by a cannabis wholesaler; and two percent of the receipts from each sale by a cannabis retailer; and

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

1. Section 135-6G of the Town of Secaucus Zoning Ordinance, Chapter 135, Article III, District Regulations, Use Regulations is hereby amended to read as follows:

Cannabis establishments – Cannabis establishments, including a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, a cannabis retailer, a cannabis delivery service, except for the delivery of cannabis items and related supplies by a delivery service, as those items are defined in N.J.S.A. 24:6l-33, are hereby prohibited in all districts, except as otherwise specifically permitted herein.

Cannabis establishments, as defined above, shall be permitted as a conditional use/special exception in the Light Industrial A Zone, as defined in the regulations of the New Jersey Sports and Exposition Authority, N.J.A.C. 19:4-5.74, subject to the requirements set forth herein.

The following specifications and standards shall apply to the development of cannabis establishments including a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, a cannabis retailer, and a cannabis delivery service, as those terms are defined in N.J.S.A. 24:61-33, within the Light Industrial A Zone, as defined in the regulations of the New Jersey Sports and Exposition Authority, N.J.A.C. 19:4-5.74, as a conditional use/special exception use:

(a) Dimensional, Density and Other Bulk Restrictions. Except as specifically modified herein, dimensional, density and other bulk restrictions and other provisions and requirements of the Light Industrial A Zone shall apply;

(b) Location. Cannabis establishments shall only be permitted within the following lot and blocks within the Light Industrial A Zone: Block 10, Lots 1, 2, and 4.01 and Block 9, Lots 5 and 6.03. No cannabis establishment shall be permitted unless the establishment is more than 1,000 feet away from any public or private educational institution (including elementary, high school and/or college level), day care center, public library, house of worship **or any recovery and/or drug treatment facility**;

(c) Hours of Operation. No cannabis retailer shall operate after 10:00 pm nor prior to 9:00 am on any day of the week except for Saturday when the hours of operation may be expanded to 11:00 pm in the Town of Secaucus;

(d) Outdoor Cultivation Prohibited. The cultivation of cannabis shall only be permitted within a fully enclosed building. There shall be no outdoor cultivation of cannabis permitted within the Town of Secaucus;

(e) On-Site Consumption Prohibited. No cannabis or cannabis product shall be smoked, eaten or otherwise consumed on the premises of any cannabis establishment within the Town of Secaucus;

(f) Control of Odors. Any facility for the cultivation or manufacture of cannabis products shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that any odors generated inside the facility are not detectable by a person of reasonable sensitivity anywhere on adjacent property, within public rights-of-ways, or within any other unit located within the same building as the licensed facility if the use only occupies a portion of the building;

(g) Noise Control. Any facility for cannabis cultivation, processing, manufacturing or similar operation shall provide for noise mitigation features designed to minimize disturbance from machinery, processing and/or packaging operations, loading,

and other noise generating equipment or machinery. All licensed cannabis establishments must operate within applicable State decibel limitations.

(h) Security.

i. To the extent not already required by State law, all cannabis establishments must be equipped with security cameras covering all exterior parking and loading areas, points of entry, interior spaces which are either open to the public or used for storage or processing of cannabis products and points of payment. Security footage must be maintained for the period of time required under State law or for a period of six months, whichever is greater. Access to security camera footage shall be provided to the Secaucus Police Department upon request by the Department.

ii. To the extent not already required by State law, all cannabis establishments must provide at least one security guard during all times when the facility is open or operating. At a minimum, the security guard shall be a State Certified security officer whose certification is in good standing.

iii. Any applicant for a cannabis establishment shall coordinate with the Chief of Police, or his or her designee, regarding the measures to be taken to ensure the security of the facility and the safety of the public and facility employees. Such measures may include, but are not limited to, facility access controls, surveillance systems, and site lighting consistent with the requirements of State law.

(i) Age Restriction. No person under the age of 21 years shall be permitted within any cannabis establishment. Any person seeking entry into a cannabis establishment shall be required to present proof of age to a security guard before gaining entry or access.

(j) Lighting. The exterior and parking area of a cannabis establishment shall comply with the lighting requirements in accordance with any applicable ordinance or regulation promulgated by the Town of Secaucus and the New Jersey Sports & Exposition Authority.

(k) The facility shall meet all of the requirements for licensure by the New Jersey Cannabis Regulatory Commission and/or the New Jersey Department of Health and/or other State agency.

(l) Local Cannabis Control Board. At the discretion of the Mayor and Council, the Town of Secaucus may create a Cannabis Control Board which shall consist of three (3) persons, who shall be appointed by the Mayor, with the advice and consent of Council, for a term of three years but one of the initial appointments shall be for one year, another for two years, and the third for three years. The Cannabis Control Board shall be responsible for reviewing and approving, when appropriate, applications for the operation of cannabis establishments and cannabis distributors and applications for the operation of cannabis consumption areas.

2. Local Transfer Tax.

(a) There is hereby established a local transfer tax imposed on the sale of cannabis or cannabis items by a cannabis establishment located in the Town of Secaucus on receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator; receipts from the sale of cannabis items from one cannabis establishment to another cannabis establishment; receipts from the retail sales of cannabis items by a cannabis retailer to a retail customer 21 years of age or older; or any combination thereof at a rate of two percent of the receipts from each sale by a cannabis cultivator; two percent of the receipts from each sale by a cannabis manufacturer; one percent of the receipts from each sale by a cannabis wholesaler; and two percent of the receipts from each sale by a cannabis retailer and an equivalent user tax on non-sale transactions between cannabis businesses operated by the same license holder, payable to the Town of Secaucus.

(b) Every cannabis establishment required to collect a transfer tax or user tax imposed by ordinance in accordance with N.J.S.A. 40:48I-1 shall be personally liable for the transfer tax or user tax imposed, collected, or required to be collected under this section. Any cannabis establishment shall have the same right with respect to collecting the transfer tax or user tax from another cannabis establishment or the consumer as if the transfer tax or user tax was a part of the sale and payable at the same time, or with respect to non-payment of the transfer tax or user tax by the cannabis establishment or consumer, as if the transfer tax or user tax was a part of the purchase price of the cannabis or cannabis item, or equivalent value of the transfer of the cannabis or cannabis item, and payable at the same time; provided, however, that the chief financial officer of the Town of Secaucus shall be joined as a party in any action or proceeding brought to collect the transfer tax or user tax.

(c) All revenues collected from a transfer tax or user tax imposed by ordinance shall be remitted to the chief financial officer in a manner prescribed by the Town of Secaucus. The chief financial officer shall collect and administer any transfer tax or user tax imposed by ordinance. The municipality shall enforce the payment of delinquent taxes or transfer fees imposed by ordinance in the same manner as provided for municipal real property taxes.

(d) In the event that the transfer tax or user tax imposed by ordinance is not paid as and when due by a cannabis establishment, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the cannabis establishment's premises in the same manner as all other unpaid municipal taxes, fees, or other charges. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.

(e) The municipality shall file in the office of its tax collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block

number of the parcel of real property that comprises the delinquent cannabis establishment's premises. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.

(f) The chief financial officer is charged with the administration and enforcement of the local transfer tax provisions of this ordinance, and is empowered to prescribe, adopt, promulgate and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of this ordinance, including provisions for the reexamination and correction of declarations and returns, and of payments alleged or found to be incorrect, or as to which an overpayment is claimed or found to have occurred, and to prescribe forms necessary for the administration of this ordinance. Should a cannabis establishment fail or refuse to provide adequate information to the chief financial officer to determine the amount of tax due, the chief financial officer may use information provided to the chief financial officer from other sources (for example, the New Jersey Cannabis Regulatory Commission or the Department of Treasury) to determine the tax liability.

(g) Taxpayers liable for the transfer tax are required to keep such records as will enable the filing of true and accurate returns for the tax and such records shall be preserved for a period of not less than three (3) years from the filing date or due date, whichever is later, in order to enable the chief financial officer or any agent designated by him or her to verify the correctness of the declarations or returns filed. If records are not available in the municipality to support the returns which were filed or which should have been filed, the taxpayer will be required to make them available to the chief financial officer either by producing them at a location in the municipality or by paying for the expenses incurred by the chief financial officer or his/her agent to travel to the location where the records are regularly kept.

(h) All cannabis establishments operating in the municipality are required to file a copy of their New Jersey transfer tax return with the chief financial officer to report their sales during each calendar quarter and the amount of tax in accordance with the provisions of this ordinance. Returns shall be filed and payments of tax imposed for the proceeding calendar quarter shall be made on or before the last day of April, July, October and January, respectively. A taxpayer who overpaid the transfer tax, or which believes it is not liable for the tax, may file a written request on an amended tax return with the chief financial officer for a refund or a credit of the tax. For amounts paid as a result of a notice asserting or informing a taxpayer of an underpayment, a written request for a refund shall be filed with the chief financial officer within two (2) years of the date of the payment.

(i) The chief financial officer may initiate an audit by means of an audit notice. If, as a result of an examination conducted by the chief financial officer, a return has not been filed by a taxpayer or a return is found to be incorrect and transfer taxes are owed, the chief financial officer is authorized to assess and collect any tax due. If no return has been filed and tax is found to be due, the tax actually due may be assessed and collected with or without the formality of obtaining a return from the taxpayer. Deficiency assessments (i.e., where a taxpayer has filed a return but is found to owe additional tax)

shall include taxes for up to three (3) years to the date when the deficiency is assessed. Where no return was filed, there shall be no limit to the period of assessment.

(j) Upon proposing an assessment, the chief financial officer shall send the taxpayer an interim notice by certified mail, return receipt requested, which advises the taxpayer of additional taxes that are due. Should the taxpayer determine to dispute the assessment administratively by requesting a hearing with the chief financial officer, it must do so within thirty (30) days of the date of such interim notice. If, after the chief financial officer sends an interim notice, a taxpayer fails to timely request a hearing with the chief financial officer or requests a hearing and after conducting a hearing, the chief financial officer determines that taxes are due, the chief financial officer shall send the taxpayer by certified mail, return receipt requested, a final notice. Should the taxpayer determine to dispute the assessment set forth in the final notice, it must initiate an appeal in the New Jersey Tax Court within ninety (90) days after the mailing of any final notice regarding a decision, order, finding, assessment, or action hereunder.

(k) Any person or entity that receives an interim notice from the chief financial officer may within thirty (30) days after the date of an interim notice, may request a hearing with the chief financial officer. Any person or entity that fails to request a hearing with the chief financial officer in a timely manner waives the right to administratively contest any element of the assessment. The chief financial officer shall accept payments of disputed tax amounts under protest pending appeals; however, any request for refund of such monies must be filed in accordance with this ordinance.

(l) Any aggrieved taxpayer may, within ninety (90) days after the mailing of any final notice regarding a decision, order, finding, assessment or action hereunder, or publication of any rule, regulation or policy of the chief financial officer, appeal to the Tax Court pursuant to the jurisdiction granted by N.J.S.A. 2B:13-2a(3) to review actions or regulations of municipal officials by filing a complaint in accordance with New Jersey Court Rules. The appeal provided by this section shall be the exclusive remedy available to any taxpayer for review of a final decision of the chief financial officer with respect to a determination of liability for the tax imposed by this ordinance.

3. License. In addition to any license issued by the State of New Jersey, cannabis establishments within the Town of Secaucus shall be required to obtain from the Health Department an annual license evidencing compliance with the requirements of this ordinance. The license shall be for a one-year period commencing July 1 of the year in which it is issued and expiring June 30 of the following year. In the event of any violation of this ordinance, the Health Department may, upon notice to and a hearing provided to the licensee, revoke the license. The annual fee for a Cannabis Establishment License is \$2,500.00.

4. Civil Penalty. In accordance with N.J.S.A. 24:61-45, any person or cannabis establishment violating any provision of this ordinance shall be subject to a civil penalty not to exceed the sum of \$1,000.00 per violation in accordance with the provisions of the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 et seq. Any action to collect such

penalty shall be brought in the Municipal Court of the Town of Secaucus, and any penalty assessed shall be payable to the Town of Secaucus.

5. Nothing in this Ordinance is intended to affect or change any existing Ordinance or regulation regarding medical cannabis within the Town of Secaucus.

6. Upon introduction of this Ordinance, a true copy of same shall be sent by the Town Clerk to the Hudson County Planning Board, and as otherwise provided for by law.

7. Repealer. All ordinances or parts of ordinances inconsistent or in conflict with this article are hereby repealed as to said inconsistencies or conflicts.

8. Severability. If any provision or portion of a provision of this article is held to be unconstitutional, preempted by federal or state law or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the article and chapter shall not be invalidated.

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

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 the Ordinance shall be deemed valid and effective.

9. Effective Date. This Ordinance shall take effect immediately upon passage and publication and service in accordance with 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 March 22, 2022 and finally adopted by the Mayor and Council on May 10, 2022.

Town Clerk Mayor

Introduction 3-22-22

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

Adoption 5-10-22

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 Hersey, that the below full-time employee is hereby granted an unpaid leave of absence while on state temporary disability for pension and continued life insurance purposes as follows:

Degenhardt, Herbert (Rec Center)

April 25, 2022, thru 10/27/2022

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022

Town Clerk

Mayor

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

RESOLUTION _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON
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 regular part-time employee who is grandfathered for pension and life insurance purposes is granted an unpaid leave of absence while on state temporary disability.

DeCecco, Jennifer (Crossing Guard)

May 3 thru TBD, 2022

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation that the below persons are hereby hired to regular part time Custodian positions at the Rec Center Department (#85000), effective 5/11/2022 as follows:

Deleon, Matthew #5334 (retro to 5/2/22)	\$13.00 / Hour
Zegarra, Silvia (new)	\$13.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022

Town Clerk

Mayor

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

RESOLUTION: _____

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

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

Quinlan, Savannahleigh #5176 / Court #17000 (start 5/16/22) \$13.00 / Hour
Goldsack, Diane #5133 / Engineering (start 5/18/22) \$15.00 / Hour
Nagpal, Sahil #4996 / Records Bureau (start 5/31/22) \$13.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation that the below persons are hereby appointed and transferred to various summer seasonal part time positions at the Swim Club Department (#87000), to start preparation, retro to April 27, 2022, as follows:

Asst. Manager

Ferrara, Joseph (RPT)	\$16.00 / Hour
Mastropietro, John (RPT)(fill in as needed)	\$16.00 / Hour

Maintenance

Cipiano, Giacomo (RPT)	\$13.00 / Hour
Leon, Alex	\$13.00 / Hour
Maurin, John (RPT)	\$13.00 / Hour
Pein, Hunter	\$13.00 / Hour
Rocco, Julian (RPT)	\$13.00 / Hour
Pascarello, Zachary	\$13.00 / Hour

Custodians

Costantino, Alex	\$11.90 / Hour
Costantino, Dean	\$11.90 / Hour
Ferati, Agon	\$11.90 / Hour
Fragliossi, James	\$11.90 / Hour
Garcia, Kyle	\$11.90 / Hour
Leon, Joseph	\$11.90 / Hour
Martorano, Zachary	\$11.90 / Hour
Marzouk, Aly	\$11.90 / Hour
Mastropierto, Joshua	\$11.90 / Hour
Orlando, Zander	\$11.90 / Hour
Pascale, Joshua	\$11.90 / Hour
Pein, Connor	\$11.90 / Hour
Petrone, Frank	

CustodiansContinued - \$11.90 / Hour

Polifronio, Dominick

Tabasco, Brandon

Toman, Matthew

Woltmann, Kyle

Worthington, Randy

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 10, 2022.

Town Clerk

Mayor

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

Resolution No. _____

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

**RESOLUTION AUTHORIZING THE MAYOR AS THE SIGNATORY
ON TREATMENT WORKS APPROVAL PERMITS**

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires a resolution from a municipality to authorize TWA Sewer Extension Permit Applications; and

WHEREAS, the Town of Secaucus' Mayor and Council support a single resolution that would authorize the Mayor to sign all TWA Applications, when approved by the County's Sewer Consulting Engineer, for the purpose of expediting the process.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, granted approval for Mayor Michael Gonnelli to sign the Meadowview Sewage Treatment Plant Improvements Treatment Works Approval Permit Application and hereby authorize the Mayor to sign all future TWA applications for sewer extension projects.

Adopted: May 10, 2022

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CONSULTING
ENGINEERING SERVICES TO BOSWELL ENGINEERING**

WHEREAS, the Town has determined the need for a Consulting Engineer for the High School Stormwater Pumping Station Improvements; and

WHEREAS, Boswell Engineering was awarded a Professional Service Contract with the Town of Secaucus per Resolution 2022-55; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70611-009.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the Professional Service contract for Consulting Engineering Services to Boswell Engineering for the High School Stormwater Pumping Station Improvements at an amount not to exceed Twenty-Six Thousand Five Hundred Dollars and 00/100 (\$26,500.00); and

BE IT FURTHER RESOLVED, that Boswell Engineering 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: April 26, 2022

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS TO EXECUTE AN
APIARY AGREEMENT FOR THE 2022 BEE SEASON WITH WERF'S HONEY**

WHEREAS, the Town of Secaucus' Environmental Department shall be working with the Werf's Honey and Rich Stellingwerf ("Beekeeper") to provide an opportunity for the Town of Secaucus to have local beehives and produce honey from local bees as part of its Pollinator Program; and

WHEREAS, the Beekeeper will own and maintain beehives within the Town's boundaries at the Secaucus Apiary located near 525 Meadowlands Parkway for the purpose of local environmental benefit, and for the purpose of producing honey, bees, queen bees, propolis, bees wax or other products associated with the keeping of bees.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Town Council for the Town of Secaucus, County of Hudson, State of New Jersey, ratify the authorization of an Apiary Agreement by the Town Administrator with Werf's Honey and Rich Stellingwerf for the use of the Secaucus Apiary located near 525 Meadowlands Parkway for the 2022 bee season from April 18, 2022 through December 31, 2022, for the housing of local beehives and the honey production; and

BE IT FURTHER RESOLVED, that the Town Administrator or his designee is hereby authorized to take any action or execute any Agreements necessary to effectuate the purpose and intent of said Apiary Agreement.

Adopted: May 10, 2022



Town of Secaucus

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

Tel: (201) 330-2000
Website: www.secaucusnj.gov

April 27, 2022

Via E-mail Werfsbees@yahoo.com
Werf's Honey
Mr. Rich Stellingwerf

Re: Town of Secaucus Beehives; Revised Agreement

Dear Mr. Stellingwerf,

Per our recent conversation and in follow up to my April 11, 2022 correspondence, attached please find a revised Apiary Agreement. Please review the attached Agreement. If acceptable, please acknowledge your consent and return to my attention via e-mail at your earliest convenience at koglentowicz@secaucus.net. At that time, I will have the document executed by the Town Administrator and return a copy of such to your attention.

Thank you and we look forward to working with you and the bees!

Sincerely,

Kerl Ann Eglentowicz, Esq.
Town Attorney

KAE/abp
Encl.

cc: *via email*
Jennifer Schneider, Town of Secaucus, Environmental Director (via email)
Gary Jeffas, Esq., Town of Secaucus, Town Administrator (via email)

APIARY AGREEMENT
Town of Secaucus Environmental Department and Werf's Honey and
Rich Stellingwerf

1. **Purpose.** The Town of Secaucus' Environmental Department ("Town" or "Environmental Department") shall be working with the Werf's Honey and Rich Stellingwerf ("Beekeeper") to provide an opportunity for the Town of Secaucus to have local beehives and produce honey from local bees as part of its Pollinator Program. Beekeeper will own and maintain beehives within the Town's boundaries for the purpose of local environmental benefit, and for the purpose of producing honey, bees, queen bees, propolis, bees wax or other products associated with the keeping of bees.
2. **Duration.** This Agreement shall be for one (1) bee season, beginning April 18, 2022 through December 31, 2022.
3. **Access.** This is a lease for one dollar (\$1.00) per Hive to the Town of Secaucus. The Town shall provide access, to the Secaucus Beehive area ("Apiary"). Currently the Apiary is located near the Secaucus Animal Shelter, 525 Meadowlands Parkway, Secaucus. Apiary location may be modified as deemed necessary by the Town. A minimum of four (4) hives will be on the site; total number of hives will not exceed New Jersey Department of Agriculture regulations.

Town will allow Beekeeper entry whenever necessary to service the bees (twenty-four (24) hour access).
4. **Operation.** Beekeeper shall be responsible for operating, maintaining and staffing all bee services, which includes but is not limited to, the provision of bees, beehive boxes and beehive equipment, honey production and bottling, and hive maintenance/clean-up/removal. All bees, woodenware, equipment and protective equipment provided by the Beekeeper remain the property of the Beekeeper even when placed on the Town's property.
5. **Regulations.** Beekeeper shall comply with any and all federal, state and local regulations applicable to its business and services. All beehives shall be registered with the NJ State Apiarist by Beekeeper, and all applicable New Jersey Department of Agriculture beekeeping regulations shall be adhered to. (<https://www.nj.gov/agriculture/divisions/pi/prog/beeinspection.html>). Beekeeper shall also have pest management procedures, including medicating and treating for mites, in place in accordance with applicable regulations. Beekeeper shall provide its pest management plan and its registration information for the Apiary to the Town upon request.
6. **Termination of Agreement.** This Agreement can be terminated at any time by either Party upon sixty (60) days written notice. Town will notify Beekeeper in writing and give at least sixty (60) days' notice if the hives need to be removed. In such a case all gratuity and/or previous payment arrangements in any form will not be remitted to Town after the removal.

Removal of the hives at the request of the Town will be carried out in a timely manner within two (2) months' notice from time of written request.

In the event that either party is unable to fulfill its obligation due to damage or destruction of the location, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the location or the beehive equipment or bees not useable, neither party shall not be held legally responsible for any damages arising from ending the season or for reducing/ceasing the Apiary.

7. **Maintenance.** All maintenance of the Apiary area, up to ten (10) feet of the actual hives, shall be maintained by the Town. All maintenance of the Apiary area, within ten (10) feet of the actual hives, shall be maintained by the Beekeeper in the interest of safety and protection of the hives.

All parties and invitees must ensure that the property remains clean and shall ensure that all trash or debris is placed in receptacles and/or removed upon completion of any activities. The Beekeeper agrees to maintain a clean bee yard, and only use location for beekeeping purposes or activities.

Town will notify Beekeeper twenty-four (24) to forty-eight (48) hours in advance if any spraying by the Town will be used or use of insecticides.

Town will allow a water source to be placed on site for use by the Beekeeper.

Town will allow Beekeeper to use electric fences where needed as appropriate to protect the hives from wildlife or vermin.

8. **Honey Production:**

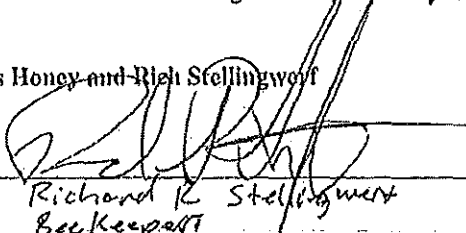
- a. Beekeeper shall be responsible for the extraction of the honey from the beehives at the appropriate time in the season at its sole cost.
- b. If possible, Beekeeper will notify the Environmental Department via e-mail at least two (2) – three (3) days in advance when honey extraction will be conducted.
- c. The Environmental Department shall provide labels for honey from the Apiary. Labels shall be reviewed by Beekeeper, with approval not to be unreasonably withheld.
- d. Beekeeper will sell the Town honey at ten dollars (\$10.00) per pound of the harvested honey from hives kept on the Town's property. For the purposes of extraction and jars, 16 oz. liquid honey jar = 1 lb. honey.
- e. The honey will be bottled in a consistent style glass jar when feasible. If there is a change in the price of glass jars, other options can be discussed and pricing can be altered upon mutual agreement. Glass jar shapes/sizes should stay consistent for the same calendar year.
- f. Extraction/bottling by Beekeeper shall be done in accordance with all applicable New Jersey Department of Agriculture regulations.

- g. The bottled honey provided to the Environmental Department shall derive solely from the Secaucus hives located at 525 Meadowlands Parkway; specifically, not to be mixed with other Beekeeper hives located in other municipalities.
9. **Insurance.** Beekeeper is solely responsible for securing and maintaining appropriate insurance for its business activities and shall provide insurance information to the Town. At a minimum, all insurance purchased and maintained by Beekeeper shall designate the Town of Secaucus, their officers, officials, agents, and employees as additional insured for the entire period.
10. **Assignment.** This contract is not assignable to any other person or entity.
11. **Indemnification and Hold Harmless.** Beekeeper 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 Apiary by Beekeeper and Beekeeper's guests. Beekeeper shall ensure that all guests, attendees and participants sign any required information sheets and releases. Beekeeper agrees that they are fully responsible for the actions and behavior of all guests, attendees and participants.
12. **Communications and Notice.**
Town of Secaucus: Communications with the Town of Secaucus Environmental Department shall be done via e-mail to the extent feasible to environmental@secaucus.net to ensure full staff access to Beekeeper requests and notifications in an organized and professional manner. Telephone communications to (201) 864-7336 (Jenny) or (201) 330-2000, ext. 3222 (Ava) can be made during regular Town Hall business hours of 9 am-4 pm.

Beekeeper: Communications with Beekeeper shall be done via e-mail to the extent feasible to Werfsbees@yahoo.com. Telephone communications shall be to the cellular telephone of Owner/Beekeeper Rich Stellingwerf at (201) 693-2571.
13. **Cancellation.** Either party has the right to terminate the Agreement by giving written notice of such termination at least sixty (60) days prior to the proposed effective date of termination. In the case of default by Beekeeper, such as failure to maintain or remove the hives, the Town may procure the services from other sources and hold Beekeeper responsible for any cost.
14. **Waiver.** No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.
15. **Invalidity.** If any portion of the parties' Agreement is determined to be illegal or invalid or unenforceable, the remainder of this Agreement shall remain in effect as written.
16. **Changes to This Agreement.** The parties' Agreement may not be changed unless the change is in writing and signed by both parties.

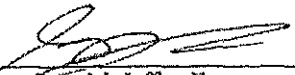
I have read the above Agreement, and fully understand and agree to all the terms as set forth.

Werf's Honey and Rich Stellingwerf

By 
Name: Richard R. Stellingwerf
Title: Beekeeper

Date 5-1-22

Town of Secaucus

By 
Name: Gary M. Jeffas, Esq.
Title: Town Administrator

Date 5/3/22

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
SUPPORTING THE BUREAU OF FIRE PREVENTION YOUTH FIRE SETTING
PREVENTION PROGRAM**

WHEREAS, teaching juveniles the importance of fire safety and addressing the number of juveniles engaged in fire setting behaviors through appropriate multi-faceted intervention strategies is important; and

WHEREAS, Fire Inspector Frank Walters has attended requisite classes and training for the Youth Fire Setting Prevention Program, which is conducted locally through the Secaucus Bureau of Fire Prevention.

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that support is provided for the continuation of Bureau of Fire Prevention's Youth Fire Setting Prevention Program and authorization given for Fire Inspector Frank Walters to continue his education and participation in training for this Program.

Adopted: May 10, 2022

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 10, 2022.

Town Clerk

Mayor

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

Application No. RA R1631
Identification No. 451-5-36615

Please print clearly.

Name of municipality: Secaucus

1. Name of applying organization: Friends of Secaucus Public Library

2a. Street address of headquarters: 1379 Paterson Plank Road, Secaucus, NJ 07094

b. Mailing address (if different):

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

Date	Hours
Off-Premise 50/50 Fair Share Raffle	
Saturday, September 17th, 2021	3pm
raindate: Sept. 18th, 2021	

4a. Address of place where raffles will be played: Secaucus Public Library, 1379 Paterson Plank Road,
Secaucus, NJ 07094

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

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

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:

[illegible]



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 R1632
Identification No. 214-3-6799

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: Town of Secaucus

Part A - General

1. Name of applying organization: St. Anns Guild
- 2a. Street address of headquarters: 704 Jefferson St., Hoboken, NJ 07030
- 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>11/8/22</u>	<u>3:30pm</u>	_____	_____
<u>off premise 50/50</u>	_____	_____	_____
<u>Raffle</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: La Reggia Restuarant, 40 Wood Ave., Secaucus, NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>printing of raffle tickets</u>	<u>Superior Printing</u>	<u>tickets</u>
_____	<u>596 Court St., Brooklyn, NY 11231</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

Application for a Raffle License

Application No. RA R1633
 Identification No. 214-3-6799

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: Town of Secaucus

Part A - General

1. Name of applying organization: St. Anns Guild
- 2a. Street address of headquarters: 704 Jefferson St., Hoboken, NJ 07030
- 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).

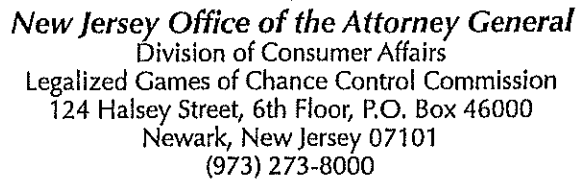
Date	Hours	Date	Hours
<u>11/6/22</u>	<u>3:00pm</u>	_____	_____
<u>on premise 50/50</u>	_____	_____	_____
<u>Raffle</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: La Reggia Restuarant, 40 Wood Ave., Secaucus, NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☐ Yes ☒ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>rolls of numbered tickets</u>	<u>Staples</u>	<u>tickets</u>
_____	<u>613 Washington Blvd., Jersey City, NJ 07310</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



U

Application for a Raffle License

Application No. RA 2014017190

Identification No. 451-1-36967

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: St. Matthew Evangelical Lutheran Church
- 2a. Street address of headquarters: 800 Roosevelt Avenue, Secaucus, NJ 07094
- b. Mailing address (if different): _____
3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

[illegible]

- 4a. Address of place where raffles will be played: **St. Matthew Lutheran Church, 800 Roosevelt Avenue,
Secaucus, NJ 07094**
- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☒ Yes ☐ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

[illegible]

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated 5/17, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Bhumika Shah
Organization, if applicable: Randstad USA
Address: 1 Castle Road, Secaucus, NJ - 07094
Phone: 201-469-6348 Email: bhumika.shah@randstadusa.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 Buchmuller Park 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):

5/17, 2022, from 12 am/pm to 4 am/pm
_____, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

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

Name of Event: Job Fair / Hiring Event

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

Hiring Event: offer warehouse and M.I. jobs.

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

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

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

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

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

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

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

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

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

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

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

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

By Bhushah Date 5/2/2022
(Signature of renter)

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

Bhumika. Shah Phone: 201-469-6348

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:

SECAUCUS FIRE DEPARTMENT

1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

Thursday, May 5, 2022

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

To Whom It May Concern,

Please be advised that Mr. Jorge L. Fernandez-Paulino of 311 Clarendon Street has been appointed as a Probationary Firefighter of the Secaucus Volunteer Fire Department effective May 4, 2022. Can you please add this item to the upcoming Council Meeting agenda for approval from the Mayor and Town Council?

Respectfully Submitted,

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

Donald F. Cieciuch
Recruitment Committee Member