

NOTICE OF SPECIAL MEETING

In accordance with the provisions of Chapter 231, Public Laws 1975, notice is hereby given that a Special Meeting of the Mayor and Council of the Town of Secaucus, County of Hudson, New Jersey will be held:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
8/2/17	4:30 pm	Council Chamber II, Mun. Govt. Ctr.

The Agenda will include the following:

- 1) Discussion regarding pending litigation, In the Matter of the Determination of the Affordable Housing Obligation of the Town of Secaucus, New Jersey
(Docket No. HUD-L-2911-15)
- 2) Discussion regarding engineering related to Gail Place/Valley Court Flood Wall
- 3) Discussion regarding status of Union negotiations
- 4) Discussion regarding the Town need and options for services of a) Licensed Electrician and b) Surveillance camera maintenance Buchmuller Park and Route 3 Pedestrian Walkway.
- 5) Introduction of Ordinance 2017-23: Ordinance amending Section 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (addition of a handicapped parking spot on Second Avenue)
- 6) Resolution appointing Oscar Oliveros to Full-Time Custodian in the Department of Buildings and Grounds (#19000), effective July 27, 2017, at the annual salary of \$30,000.00
- 7) Resolution authorizing Mayor Gonnelli or his representative to execute the contract with MHA, LLC, d/b/a Meadowlands Hospital Medical Center, related to EMS Service
- 8) Additional closed session discussion may occur regarding litigation and personnel matters

9) Use of Facilities

a) Adele Harris requests the use of Fountain Park on Humboldt Street once a week for a Tai Chi Yoga Class. The class would be from 6pm to 7pm on Tuesdays from August 8 to September 26.

b) The New York Red Bulls request the use of the Soccer Field at 254 County Avenue on Sunday, August 27 for a Youth Soccer Festival. The event is open to the public and free of charge.

c) USSA NJ Softball is asking to rent Field #2 on Sundays from August 20 through September 24 from 8am to 1pm.

Formal action will be taken at said meeting.

MICHAEL GONNELLI, Mayor

Dated: July 31, 2017

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2017-23

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Second Avenue	South	On the north side of Huber Street, beginning at a point 406 feet east of the north east corner of Paterson Plank Road and Huber Street continuing east for a distance of 22 feet in front of 186 Huber Street

That the parking space designated for 55 Second Avenue adopted by Ordinance is to be personalized for Placard P1617848.

If the license plate for the person utilizing the parking space at the above listed address changes, then the parking space designation shall be changed to the new plate with proof from the resident that it is for the same person that the person is still entitled to handicapped parking.

SECTION 2

SEVERABILITY

BE IT FURTHER ORDAINED, that the provisions of this ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance,

such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of the regulation or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such persons or circumstances, to which the ordinance or part thereof is held inapplicable, had been specifically exempted therefrom.

SECTION 3

EFFECTIVE DATE

BE IT FURTHER ORDAINED, that this ordinance shall take effect upon passage and publication as provided by law.

**TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey that Oscar Oliveros is hereby appointed to the full time position of Custodian in the Department of Buildings & Grounds (#19000) effective Wednesday, July 26, 2017, at the base salary of \$30,000.00 per annum.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 2nd, 2017.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Pirro				
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 A CONTRACT WITH MHA, LLC, d/b/a,
MEADOWLANDS HOSPITAL MEDICAL CENTER FOR EMS (AMBULANCE)
SERVICE**

WHEREAS, the Mayor and Council desire to have an efficient and capable entity providing EMS services to the Town for the safety, health and welfare of Town residents; and

WHEREAS, the Town entered into a previous five (5) year Contract with MHA, LLC, for providing EMS services to the Town, which Contract is set to expire later this month; and

WHEREAS, the Mayor and Council deem it in the best interest of the Town to continue to have MHA, LLC d/b/a Meadowlands Hospital Medical Center provide EMS Service to the Town and enter into a new five (5) year contract which provides, in part, for MHA, LLC, to continue to provide EMS service to the Town at no cost (see attached exhibit A); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus that approval has been given for the Mayor, Town Administrator or his designee to execute the attached five (5) year Contract with MHA, LLC d/b/a Meadowlands Hospital Medical Center to provide continued EMS service to the Town; and

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

Adopted: August 2, 2017

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 August 2, 2017.

Town Clerk

Mayor

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

WHEREAS, the Town of Secaucus, a municipal corporation of the State of New Jersey, County of Hudson is desirous to enter into a contract for emergency medical transport services within its Town and obtain the same without any impact to Secaucus taxpayers; and,

WHEREAS, MHA, LLC, d/b/a Meadowlands Hospital Medical Center with its facility at Meadowlands Parkway, Secaucus, New Jersey, previously entered into a Contract to provide said services; and

WHEREAS, the Town of Secaucus is authorized by the New Jersey Local Public Contracts Law to award the exclusive right to a single vendor to perform the emergency medical service as set forth herein:

WHEREAS, the Hospital requests that the parties agree to terminate the existing Contract and enter into a new Contract whereby the Hospital shall provide all dispatch and emergency medical transport services as set forth herein:

NOW, THEREFORE, IT IS AGREED on this ____ day of _____, 2017 by and between the Town of Secaucus, a municipal corporation of the State of New Jersey (hereinafter "Town"), and said MHA, LLC, d/b/a Meadowlands Hospital Medical Center (hereinafter "Hospital"), in consideration of the mutual promises, conditions and terms hereof, the parties agree as follows:

I. "Town" grants to "Hospital" the exclusive right to effectuate and/or provide Basic Life Support (BLS) emergency medical services and emergency medical transports, such services collectively hereinafter referred to as "emergency ambulance services", and Hospital agrees to effectuate and/or provide such services and equipment in fulfillment of the same, as more fully set forth herein.

II. Hospital agrees that the consideration for this agreement shall be granting this exclusive right (Section I) to Hospital and the Town's agreement to terminate the current Contract for such services with the Hospital, the Hospital agrees that Secaucus shall not make payment or provide any additional consideration to Hospital or any other party for such services.

III. Town shall receive said services free of any cost whatsoever; Hospital and/or Provider shall be entitled to bill persons receiving said services, their insurance carrier or other third party payers, in strict accordance with the terms hereof.

IV. Hospital shall provide all the enumerated services set forth herein in conformity herewith:

- The Hospital will provide all services (basic life support emergency medical and dispatch services).
- The Hospital agrees that it shall maintain all New Jersey State mandated certifications during the term of this agreement, including the responsibility to train all Emergency Medical Dispatch in accordance with all State and/or Federal Standards and to provide annual proof of training.
- The Hospital agrees to provide the Town of Secaucus with timely EMS response, not to exceed seven (7) minutes 59 seconds per call, barring any unforeseen circumstances, including weather/traffic patterns beyond the control of the responding unit, as determined by the E.M.S. C.A.D. system and records maintained by the Secaucus Police Department. The Hospital shall promptly provide any and all records relating to the C.A.D. system or for any services required under this contract to the Town when requested.

- . Response time shall not exceed seven (7) minutes 59 seconds per call.
- The Hospital will have one Primary BLS Ambulance stationed in a location near the middle of Town, as designated by the Town of Secaucus, and a 2nd BLS Ambulance will always be stationed at the Hospital should such a need arise. All dispatch and accountability of vehicles will be coordinated through the Hospital dispatch services.
- Hospital shall station one of the Primary BLS ambulances, if requested by the Town, to standby at community or sporting events which are defined as, but not limited to, Board of Education/Town recreation football games or track meets, street fairs or parades or other Town sponsored events.
- The Town understands that the Hospital reserves the right to bill any and all individuals/businesses for services rendered. The Hospital will submit bills to individuals' appropriate insurance carriers, should coverage exist. Should patient be without insurance coverage, the patient will be billed directly. Balance bills, uncovered services, deductibles, etc. are the sole responsibility of the individual/business serviced. Increases in base rates will not exceed 10% in subsequent years. Medicare recipients will only be billed to the maximum Medicare allowable rate throughout the term of said agreement.
- The term of this Agreement is for a total of five (5) years, effective upon the date that both parties have executed this Agreement. Either Party may terminate this Contract only for cause and only after serving the other with thirty (30) day prior written notice of termination confirmed by fax transmission to either the Hospital's President or the Town Administrator. If the other Party cures the default within those thirty (30) days, the Contract cannot be terminated.
- Hospital agrees to comply with Affirmative Action Requirements set forth on "Exhibit I", incorporated and annexed hereto, and shall provide Town with appropriate evidence as to its compliance upon execution hereof.
- Hospital may substitute another emergency medical services company to provide the services upon sixty(60 days) notice to Town provided that the new emergency medical or dispatch services provider meets or exceeds all the requirements of this contract and has (1) operated as a paid BLS emergency medical ambulance/dispatch service for 911 services for any public entity;(2) with a fleet of at least five(5) ambulances certified by

NJ and (3) has operated as a “for-profit” business, for a minimum of five (5) continuous years prior to date sought for such “substitution”. It is expressly agreed by Hospital that a volunteer emergency ambulance squad or service will not be the substituting provider.

- As long as the Hospital provides dispatch or emergency medical services, each ambulance utilized for such services shall be staffed with at least one (1) EMT with a minimum of at least five (5) years experience in the services being provided. The Hospital shall provide any and all information, documentation or evidence requested by the Town to confirm continued compliance with the provisions of this Paragraph.
- Once Hospital ambulances respond to a call and pick up a patient, Hospital ambulances shall transport patient to patient’s hospital of choice, so long as said hospital is within a twenty-five (25) mile radius from the center of Secaucus, within the boundaries of the State of New Jersey.

V. CONTINUED STATE COMPLIANCE. Ambulances and all personnel subject to contract shall maintain state certification(s), as required by law, throughout contract. Should any law, Administrative Code or regulation be amended during contract term, Ambulances and personnel shall be required to comply and meet the amended requirements including laws that are more onerous and stringent than at the time of entering contract. Hospital shall monitor all such changes in law.

VI. APPLICABLE LAW AND SEVERABILITY. This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.

VII. COMPLETE AGREEMENT. This Contract is the entire and only agreement between the within parties. The parties each represent that the provisions herein reflect accurately the full understandings and agreements between them. This Contract can only be changed by an agreement in writing signed by both parties.

VIII.

1. Any controversy arising out of or related to this Agreement, including the breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association or similar company. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitration may be commenced after 45 days have passed after said claim has been referred to the other party and no resolution has been reached.
2. Pending any arbitration proceeding, the parties shall comply with and proceed with performance under this Agreement.
3. Any award rendered by the arbitrator will be final and judgment may be entered upon it in accordance with any applicable law.

4. Should it be established that the Hospital has breached this Agreement requiring arbitration pursuant to this Paragraph, then the successful party shall be entitled to all costs associated with said arbitration, including reasonable attorneys' fees incurred in connection with establishing such a breach of the defaulting party.

IX. Notwithstanding anything to the contrary, both Parties reserve their right to recover, in addition to any other remedies provided herein, any and all damages which result from the other Party's breach of this agreement, including, without limitation, compensatory or consequential damages.

X. The Hospital agrees to indemnify, hold harmless and defend the town from and against any demands, claims, costs and expenses, including, without limitation, reasonable attorney's fees and expenses asserted against, incurred or suffered by the Town resulting from or related to the services provided by the Hospital under this Agreement and the Town agrees to indemnify, hold harmless and defend the Hospital from and against any demands, claims, costs and expenses, including without limitation, reasonable attorneys' fees, incurred or asserted against the Hospital as a result of – and to the extent caused by – any negligence or intentional breach by the Town or its officers/employees.

IN WITNESS WHEREOF, THE PARTIES HERETO AGREE TO THE FOREGOING, AND THE UNDERSIGNED EACH ACKNOWLEDGE THAT THEY HAVE FULL AUTHORITY TO ENTER THIS AGREEMENT. THE DATE ABOVE IS THE DATE EXECUTED BY TOWN. This contract will be signed in duplicate. The Secaucus Town Clerk will initial all pages.

ATTEST:

Town of Secaucus

Michael Marra
Secaucus Town Clerk

Michael Gonnelli
Mayor, Town of Secaucus

Witnessed as to Ms. Karsos
On this ___ day of _____, 2017

MHA, LLC, d/b/a Meadowlands
Hospital Medical

Felicia Karsos
President & CEO



NEW YORK RED BULLS
YOUTH SOCCER
FESTIVAL

PRESENTED BY

TACKLE
KIDS CANCER

SECAUCUS RECREACTION

254 COUNTY AVE, SECAUCUS, NJ 07094

SUNDAY, AUGUST 27

Time: 11am-1pm
Ages 7-14 years old

Learn freestyle tricks from the Street Team
Challenge your friends to 3v3 soccer
Test your skills at our fun, interactive skills stations
Meet some of the New York Red Bulls players

*The event is open to the public and free of charge
Players are eligible for a ticket to a Red Bulls home game!*

REGISTER HERE

Michael Marra

From: Marie Eck
Sent: Wednesday, July 26, 2017 3:52 PM
To: Michael Marra
Subject: FW: Mill Ridge Rd. Softball Fields: Fall Sunday's

From: Michael Pero
Sent: Wednesday, July 26, 2017 3:01 PM
To: Marie Eck
Subject: Mill Ridge Rd. Softball Fields: Fall Sunday's

Marie,

USSA NJ Softball is asking to rent one of our Softball Fields at Mill Ridge on the following dates

Field #2 on Sundays from Aug. 20 thru Sept. 24 from 8am to 1pm

I will drop off the letter and insurance tomorrow.

Let me know

Thks,

Michael Pero

Superintendent of Recreation

145 Front Street; 2nd Floor

Secaucus, NJ 07094

Office: 201-330-2000 x4200

Cell: 201-273-0513

Email: mpero@secaucus.net

Michael Marra

From: ADELE HARRIS <adelecraig@msn.com>
Sent: Wednesday, July 26, 2017 3:17 PM
To: Michael Marra
Cc: Michael Gonnelli
Subject: Request to use Fountain Park for Tai Chi yoga classes

Dear Mr Marra:

I spoke with Mayor Gonnelli this morning about using Fountain Park on Humbolt Street once a week for a Tai Chi yoga class. He said I should send you this email request. The class would be from 6 pm to 7 pm on Tuesdays evenings starting from August 8 to Sept 26. I am a certified Body and Brain Yoga Master and would like to introduce this type of yoga to the community. Please let me know if there is anything else I should do.

Sincerely,

Adele Harris
Manager, Secaucus Body and Brain Yoa
225 Moller Street
Secaucus, NJ 07094
201-864-2095
Bodynbrain.com/secaucus