

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING – SEPTEMBER 25, 2018
CAUCUS/EXECUTIVE SESSION 4:30 PM
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR INTRODUCTION

Ordinance No. 2018-33: Ordinance of the Town of Secaucus, County of Hudson, New Jersey, approving the application for a long term tax exemption and authorizing the execution of a financial agreement with Waterside Station Urban Renewal, LLC

Ordinance No. 2018-34: Ordinance of the Town of Secaucus, County of Hudson, New Jersey, approving the application for a long term tax exemption and authorizing the execution of a financial agreement with The Tower at Waterside Station Urban Renewal, LLC

Ordinance No. 2018-35: Ordinance of the Town of Secaucus, County of Hudson, New Jersey, approving the application for a long term tax exemption and authorizing the execution of a financial agreement with Waterside Station Urban Renewal, LLC

Ordinance No. 2018-36: An ordinance amending Chapter 104 of the Code of the Town of Secaucus entitled "Property Maintenance" to specify responsibilities pertaining to sidewalk and driveway areas

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by Sheila Witrock to use Schmidts Woods from 5pm on September 28 until Noon on September 29 for a pack camping trip for Cub Scout Pack 87

2) Request by the Captain of the Secaucus Chinese Soccer Team to use Kane Stadium for practice every Friday night from 8pm to 10pm for two months for practice

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 9/25/18

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

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

- 1) A resolution on behalf of the Town of Secaucus to award a Non-Fair and Open Contract to Epoxy Flooring, LLC for flooring installation at Engine Company 1
- 2) Resolution increasing the hourly wages for Jason Mastropietro and Kim Mitchell each to \$10.00 to be uniform for the position of Regular Part-Time adult staff at the Secaucus Recreation Center
- 3) A resolution on behalf of the Town of Secaucus authorizing the execution for the Voice your Vote Event at Secaucus High School
- 4) Resolution authorizing refund/cancellation of property taxes due to removal of billboard
- 5) A resolution on behalf of the Town of Secaucus rescinding prior Resolution 2018-249
- 6) Resolution approving tax overpayment refunds on seven (7) Secaucus properties
- 7) A resolution of the Town of Secaucus authorizing the sale of surplus property no longer needed for public use on an online auction website govdeals.com
- 8) A resolution to authorize the purchase of a 2019 Ford Super Duty F-550 DRW (F5G) from National Auto Fleet Group through Sourcewell Cooperative
- 9) Resolution authorizing the submission of a New Jersey Department of Transportation-Local Aid Infrastructure Fund Grant Application for the Born Street Outfall Pipe Project
- 10) A resolution on behalf of the Town of Secaucus authorizing execution of a Use Agreement with Immaculate Conception Church for a portion of the property located at 755 John Street, Secaucus, New Jersey
- 11) A resolution on behalf of the Town of Secaucus authorizing execution of a Use Agreement with Immaculate Conception Church for a portion of the property located at 1219 Paterson Plank Road, Secaucus, New Jersey
- 12) Resolution rehiring Sarah Dragon as a Regular Part Time Counselor for the Before and After Care Program, effective September 6, 2018, at the hourly rate of \$10.00 and appointing Nayelis Fernandez, Alyssa Fonseca, Efrain Perez, Maeve Ramirez and Natasha Smith as Regular Part Time Counselors for the Before and After Care Program, at the hourly rate of \$9.00, pending successful completion of background checks and physicals
- 13) Resolution appointing Joseph Potente and Christie Zuest as Regular Part Time Medical Escort Drivers, effective September 25, 2018, at the hourly rate of \$13.00
- 14) Resolution appointing Maintenance/Zamboni Personnel, Custodians, Skateguards and Clerical Personnel to the Secaucus Ice Rink, effective October 8, 2018
- 15) Resolution appointing William Gray as a Regular Part Time Worker in the Secaucus Animal Shelter, effective September 25, 2018, at the hourly rate of \$11.00
- 16) Resolution accepting the resignation of Vincent Massaro, Sr. as the OEM Coordinator, effective September 25 and appointing Vincent Massaro, Jr. as the new OEM Coordinator
- 17) Resolution stating that the Town Clerk was authorized to advertise for and receive bids for work on Streetscape (Front Street from Golden Avenue to Minnie Place)

ORDINANCE # 2018-33

**ORDINANCE OF THE TOWN OF SECAUCUS, COUNTY
OF HUDSON, NEW JERSEY**

**APPROVING THE APPLICATION FOR A LONG TERM
TAX EXEMPTION AND AUTHORIZING THE
EXECUTION OF A FINANCIAL AGREEMENT WITH
WATERSIDE STATION URBAN RENEWAL, LLC**

WHEREAS, on April 16, 2004, the New Jersey Meadowlands Commission (“NJMC”) adopted the Secaucus Transit Village Redevelopment Plan (the “**Redevelopment Plan**”), by Resolution No. 04-20; and

WHEREAS, Fraternity Meadows, LLC (“**Fraternity Meadows**”) is the owner of the property identified as Block 5, Lots 3 and 5 on the tax maps of the Town of Secaucus (the “**Property**”); and

WHEREAS, on June 23, 2004, pursuant to Fraternity Meadows’ notice of intent to proceed with residential development of the Property, consistent with the Redevelopment Plan, Fraternity Meadows requested to be designated redeveloper of the Property, and the NJMC by Resolution #04-02, formally designated Fraternity Meadows to be the redeveloper of the Property; and

WHEREAS, Fraternity Meadows entered into a Redevelopment Agreement with the NJMC dated September 20, 2004, and as amended March 17, 2006; and

WHEREAS, the redevelopment of the Property includes, in particular part, the proposed construction 246 market-rate residential rental units and 65 affordable rental units at Block 5.02, Lot 3.03 on the office tax maps of the Town (the “**Project**”); and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, and cause the successful development, design, construction and financing of the Project, the Town will enter into an agreement (the “**Financial Agreement**”) with the Entity; and

WHEREAS, recently submitted to the Mayor of the Town (the “**Mayor**”) was an application (the “**Application**”), which is on file with the Town Clerk and attached hereto as Exhibit A, to make payments to the Town in lieu of taxes in connection with the Project, pursuant to the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the “**Tax Exemption Law**”) by an urban renewal entity created pursuant to the Tax Exemption Law by Fraternity Meadows, known as Waterside Station Urban Renewal, LLC (the “**Entity**”), that is also currently the fee owner of the Property; and

WHEREAS, the Entity also submitted to the Mayor a form of Financial Agreement, a copy of which is affixed to the Application at Exhibit F, establishing the rights, responsibilities and obligations of the Entity; and

WHEREAS, the Mayor submitted the Application and Financial Agreement to the Town Council with his recommendation for approval, a copy of which recommendation is on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the Project represents an undertaking permitted by the Tax Exemption Law.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Application and Financial Agreement are hereby approved.
3. The Mayor or the Town Administrator is hereby authorized to execute the Financial Agreement substantially in the form attached to the Application at Exhibit F, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.
4. The Clerk of the Town is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor or Town Administrator, to attest to the signature and to affix the corporate seal of the Town upon such document.
5. If any section, paragraph, subdivision, clause, sentence, phrase or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.
6. A copy of this Ordinance shall be available for public inspection at the offices of the Town Clerk.
7. This ordinance shall take effect in accordance with applicable law.

EXHIBIT A

**APPLICATION FOR APPROVAL OF FINANCIAL AGREEMENT PURSUANT TO
N.J.S.A. 40A:20-1 *ET SEQ.* ON BEHALF OF
WATERSIDE STATION URBAN RENEWAL, LLC**

ORDINANCE # 2018-34

**ORDINANCE OF THE TOWN OF SECAUCUS,
COUNTY OF HUDSON, NEW JERSEY**

**APPROVING THE APPLICATION FOR A LONG TERM
TAX EXEMPTION AND AUTHORIZING THE
EXECUTION OF A FINANCIAL AGREEMENT WITH
THE TOWER AT WATERSIDE STATION URBAN
RENEWAL, LLC**

WHEREAS, on April 16, 2004, the New Jersey Meadowlands Commission (“**NJMC**”) adopted the Secaucus Transit Village Redevelopment Plan (the “**Redevelopment Plan**”), by Resolution No. 04-20; and

WHEREAS, Fraternity Meadows, LLC (“**Fraternity Meadows**”) is the owner of the property identified as Block 5, Lots 3 and 5 on the tax maps of the Town of Secaucus (the “**Property**”); and

WHEREAS, the Property is located within the Riverfront Landing Zone of the Redevelopment Plan, which is designates the Property for residential development; and

WHEREAS, on June 23, 2004, pursuant to Fraternity Meadows’ notice of intent to proceed with residential development of the Property, consistent with the Redevelopment Plan, Fraternity Meadows requested to be designated redeveloper of the Property, and the NJMC by Resolution #04-02, formally designated Fraternity Meadows to be the redeveloper of the Property; and

WHEREAS, Fraternity Meadows entered into a Redevelopment Agreement with the NJMC dated September 20, 2004, and as amended March 17, 2006; and

WHEREAS, the redevelopment of the Property includes, in particular part, the construction of 403 market rate residential rental units at Block 5.02, Lot 3.04 on the office tax maps of the Town (the “**Project**”); and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, and cause the successful development, design, construction and financing of the Project, the Town will enter into an agreement (the “**Financial Agreement**”) with the Entity; and

WHEREAS, recently submitted to the Mayor of the Town (the “**Mayor**”) was an application (the “**Application**”), which is on file with the Town Clerk and attached hereto as Exhibit A, to make payments to the Town in lieu of taxes in connection with the Project, pursuant to the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the “**Tax Exemption Law**”), by an urban renewal entity created pursuant to the Tax Exemption Law by Fraternity Meadows, known as the Tower at Waterside Station Urban Renewal, LLC (the “**Entity**”), that is also currently the fee owner of the Property; and

WHEREAS, the Entity submitted to the Mayor a form of Financial Agreement, a copy of which is affixed to the Application at Exhibit F, establishing the rights, responsibilities and obligations of the Entity; and

WHEREAS, the Mayor submitted the Application and Financial Agreement to the Town Council with his recommendation for approval, a copy of which recommendation is on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the Project represents an undertaking permitted by the Tax Exemption Law.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Application and Financial Agreement are hereby approved.
3. The Mayor or Town Administrator is hereby authorized to execute the Financial Agreement substantially in the form attached to the Application at Exhibit F, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.
4. The Clerk of the Town is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor or Town Administrator, to attest to the signature and to affix the corporate seal of the Town upon such document.
5. If any section, paragraph, subdivision, clause, sentence, phrase or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.
6. A copy of this Ordinance shall be available for public inspection at the offices of the Town Clerk.
7. This ordinance shall take effect in accordance with applicable law.

EXHIBIT A

**APPLICATION FOR APPROVAL OF FINANCIAL AGREEMENT PURSUANT TO
N.J.S.A. 40A:20-1 *ET SEQ.* ON BEHALF OF
THE TOWER AT WATERSIDE STATION URBAN RENEWAL, LLC**

ORDINANCE # 2018-35

ORDINANCE OF THE TOWN OF SECAUCUS, COUNTY OF HUDSON, NEW JERSEY, APPROVING THE APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH WATERSIDE STATION URBAN RENEWAL, LLC

WHEREAS, on April 16, 2004, the New Jersey Meadowlands Commission (“**NJMC**”) adopted the Secaucus Transit Village Redevelopment Plan (the “**Redevelopment Plan**”), by Resolution No. 04-20; and

WHEREAS, Fraternity Meadows, LLC (“**Fraternity Meadows**”) is the owner of the property identified as Block 5, Lots 3 and 5 on the tax maps of the Town of Secaucus (the “**Property**”); and

WHEREAS, on June 23, 2004, pursuant to Fraternity Meadows’ notice of intent to proceed with residential development of the Property, consistent with the Redevelopment Plan, Fraternity Meadows requested to be designated redeveloper of the Property, and the NJMC by Resolution #04-02, formally designated Fraternity Meadows to be the redeveloper of the Property; and

WHEREAS, Fraternity Meadows entered into a Redevelopment Agreement with the NJMC dated September 20, 2004, and as amended March 17, 2006; and

WHEREAS, the redevelopment of the Property includes, in particular part, the proposed construction 246 market-rate residential rental units and 65 affordable rental units at Block 5.02, Lot 3.04 on the office tax maps of the Town (the “**Project**”); and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, and cause the successful development, design, construction and financing of the Project, the Town will enter into an agreement (the “**Financial Agreement**”) with the Entity; and

WHEREAS, recently submitted to the Mayor of the Town (the “**Mayor**”) was an application (the “**Application**”), which is on file with the Town Clerk and attached hereto as Exhibit A, to make payments to the Town in lieu of taxes in connection with the Project, pursuant to the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the “**Tax Exemption Law**”) by an urban renewal entity created pursuant to the Tax Exemption Law by Fraternity Meadows, known as Waterside Station Urban Renewal, LLC (the “**Entity**”), that is also currently the fee owner of the Property; and

WHEREAS, the Entity also submitted to the Mayor a form of Financial Agreement, a copy of which is affixed to the Application at Exhibit F, establishing the rights, responsibilities and obligations of the Entity; and

WHEREAS, the Mayor submitted the Application and Financial Agreement to the Town Council with his recommendation for approval, a copy of which recommendation is on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the Project represents an undertaking permitted by the Tax Exemption Law.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Application and Financial Agreement are hereby approved.
3. The Mayor or Town Administrator is hereby authorized to execute the Financial Agreement substantially in the form attached to the Application at Exhibit F, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.
4. The Clerk of the Town is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor or Town Administrator, to attest to the signature and to affix the corporate seal of the Town upon such document.
5. If any section, paragraph, subdivision, clause, sentence, phrase or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.
6. A copy of this Ordinance shall be available for public inspection at the offices of the Town Clerk.
7. This ordinance shall take effect in accordance with applicable law.

EXHIBIT A

**APPLICATION FOR APPROVAL OF FINANCIAL AGREEMENT PURSUANT TO
N.J.S.A. 40A:20-1 ET SEQ. ON BEHALF OF
WATERSIDE STATION URBAN RENEWAL, LLC**

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

ORDINANCE NO. 2018-36

**AN ORDINANCE AMENDING CHAPTER 104 OF THE CODE OF THE
TOWN OF SECAUCUS ENTITLED "PROPERTY MAINTENANCE" TO SPECIFY
RESPONSIBILITIES PERTAINING TO SIDEWALK AND DRIVEWAY AREAS**

WHEREAS, the Town wants to ensure that the conditions and maintenance of all property, buildings and structures are safe, sanitary and fit for occupation and use by regulating standards and conditions for the protection of residents, occupants, visitors, pedestrians and the general community; and

WHEREAS, the Town has previously adopted an Ordinance, Chapter 104, setting forth interior and exterior property maintenance standards for properties within its bounds; and

WHEREAS, the Mayor and Council have determined that changes to the Town's Ordinance to supplement and clarify the responsibilities of property owners to maintain sidewalk and driveway areas in good repair and in a safe condition in the interest of health and safety.

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

1. Chapter 104 entitled "Property Maintenance" of the Code of the Town of Secaucus be supplemented and amended as follows (additions are indicated in **bold**; deletions are indicated by a ~~cross-out~~) by the addition of Subsection E. to §104-11:

§104-11

E. Sidewalks and Driveway Aprons.

- (1) **Responsibility of property owner. Every owner of property in the Town of Secaucus shall maintain and undertake any necessary repairs to sidewalks and driveway aprons abutting a public street in order to maintain such in good repair and in a safe condition. Any repairs, maintenance or replacement shall be undertaken at the sole expense of the property owner, including but not limited to, actions to address cracks, holes, settling and uneven surfaces.**
- (2) **Compliance. The Enforcement Officer, pursuant to §104-16 and the Town Engineer, are authorized to inspect and direct a property owner to comply with this provision and may identify conditions and specify corrective actions necessary for good repair and safety. Notwithstanding the provisions of §104-17 hereof, the Enforcement Officer or Engineer shall give or cause to be given written notice to the owner, of said premises identifying the conditions giving rise to concern in violation of this provision in the interest of health, safety and welfare and follow procedures as set forth in Subsections 3 through 6 below.**

(3) Notice. The notice shall:

- (a) Identify the conditions giving rise to concern in violation of this provision; and**
- (b) Specify a time period for repair, maintenance or replacement to the sidewalk and/or driveway apron; and**
- (c) Advise the person to whom the notice is directed that failure to accomplish such within the time stated therein will result in the repair, maintenance or replacement thereof by or under the direction of the Town Engineer and such other penalties and consequences as are provided by this Chapter.**

(4) Service of notice. Service of any such notice shall be made upon the owner either personally or by posting said notice on said premises and mailing by certified mail, a copy of said notice to the owner at his last known post office address, if any. Service of the notice by posting and mailing shall be deemed completed upon such posting and mailing.

(5) Failure to comply with notice. Any owner who fails or neglects to comply with the notice described above and duly served as provided herein and within the time prescribed therein, shall be subject to the penalty prescribed in this Chapter.

(6) Abatement by town; costs; lien. In addition to any penalty that may be imposed, whenever, after due notice has been given as herein, the owner shall have refused or neglected to do repairs, maintenance or replacement to sidewalks or driveway aprons abutting a public street in order to maintain such in good repair and in a safe condition in the manner and within the time provided for in said notice, the Town Engineer shall cause the same to be undertaken and the cost of such shall be certified by the Town Engineer to the Council by the Town Engineer. If, upon examination of the certification, the Council shall find the same to be correct, such certified costs shall forthwith become a charge against said lands and constitute a lien upon said lands, which shall be added to and become and form a part of the taxes next to be assessed and levied upon said lands. The amount of such charge or lien shall bear interest at the same rate and shall be collected and enforced by the same officers and in the same manner as taxes.

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

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

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

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

IT IS FURTHER ORDAINED that the remainder of this Chapter 104 of the Code of the Town of Secaucus shall remain in full force and effect.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on _____, 2018 and finally adopted by the Mayor and Council on _____, 2018.

Town Clerk

Mayor

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
TO AWARD A NON-FAIR AND OPEN CONTRACT TO EPOXY FLOORING, LLC FOR
FLOORING INSTALLATION AT ENGINE COMPANY 1**

WHEREAS, the Town of Secaucus has determined the need for the installation of flooring for Engine 1 Firehouse located at 150 Plaza Center, Secaucus; and

WHEREAS, the Town's Buildings & Grounds Department has obtained three (3) quotes for these services; and

WHEREAS, Epoxy Flooring, LLC of 708-3 Old Shore Road, Forked River, NJ 08731 provided the lowest quote; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70607-008.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the award of a Non-Fair and Open contract for the installation of flooring for Engine Company 1 Firehouse in an amount not to exceed Fifteen Thousand One Hundred Twenty-Five Dollars (\$15,125.00) in accordance with the attached quote; and

BE IT FURTHER RESOLVED, that Epoxy Flooring, LLC shall adhere to all requirements of the New Jersey Prevailing Wage Act in accordance with N.J.S.A. 34:11-56.25 et seq.; and

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

BE IT FURTHER RESOLVED, that Epoxy Flooring, LLC shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council are hereby authorized to take any action necessary to effectuate the spirit and purpose of this resolution

Adopted: September 25, 2018

I, Nicholas Goldsack, Chief Financial Officer of the
Town of Secaucus, do hereby certify that funds are
available in accordance with the Local Budget Law
NJSA 40A:4-1, in Account Number:

10 - 2150 - 55 - 70607 - 008
Amount \$ 15,125.00 Date 9/25/18

Nicholas Goldsack
Signed: Nicholas Goldsack



September 11, 2018

Township of Secaucus
163 Charles St.
Secaucus, N.J. 07094
F: (201) 330-2032

ATTN: Randy
REF: Engine Bays, Day Room and Bar

We hereby submit specifications and estimates for: Engine Bay 900 SqFt, Bar and Dayroom 1,422 SqFt

The scope of work includes: Preparation of the substrate. Diamond Grind to assure a proper bond. All prep done using dust dampened equipment. All holes will be patched prior to coatings. All cracks and joints will be filled with a flexible epoxy membrane prior to coatings. Material Safety Data Sheets available upon request.

Installation: Three (3) Coat, 100% Solids Epoxy Recoat Floor System in the color and texture of your choice.

TOTAL CONTRACT\$15,125.00

*One (1) year warranty included

Payment as follows: 1/2 Deposit upon signing. Remainder is due upon completion.

**If accepted, please sign and return one copy. Keep one for your records.

RESOLUTION: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation of the Town of Secaucus, the below persons hourly rate is increased to be uniform for the position of regular part time adult staff at the Secaucus Recreation Center:

<u>Clerical Front Desk</u>	<u>Hourly Rate</u>
Mastropietro, Jason (\$9.16/Hour)	\$10.00 / Hour
Mitchell, Kim (\$9.27/Hour)	\$10.00 / 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 September 25, 2018.

Town Clerk Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Trangali				
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 EXECUTION FOR THE VOICE YOUR VOTE EVENT
AT SECAUCUS HIGH SCHOOL**

WHEREAS, the Town of Secaucus will be co-hosting a “Voice Your Vote” Event (hereinafter “Event”) on Saturday, October 6, 2018 at Secaucus High School at 11 Millridge Road; and

WHEREAS, the Town of Secaucus will be arranging a variety of activities with co-hosts and vendors as part of the Event, including food trucks and entertainment.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that the Town Administrator, Secaucus Community Outreach Coordinator or their designee is authorized to enter and sign on behalf of the Town of Secaucus, any agreements, contracts and other documents related to the arrangements and execution of the “Voice Your Vote” Event; and

BE IT FURTHER RESOLVED, that the Town Administrator, the Secaucus Community Outreach Coordinator or their designee are hereby authorized to take any other necessary action or execute any agreements, contracts and other documents necessary to effectuate the purpose and intent of this Event.

Adopted: September 25, 2018

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 September 25, 2018.

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. _____ - 2018

**RESOLUTION AUTHORIZING REFUND/CANCELLATION OF
PROPERTY TAXES**

DUE TO REMOVAL OF BILLBOARD

WHEREAS, the Tax Collector of the Town of Secaucus has determined that action is required as a result of a certain property not reflected in 2018 Tax Duplicate; and

WHEREAS, Block 144 Lot 14 Qualifier B01, also known as 1254 Paterson Plank Road, had a billboard removed thereby creating an overpayment in taxes; and

WHEREAS, property taxes for the 1st half 2018 were paid.

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is authorized to refund overpayment of 1st & 2nd Quarter 2018 billing totaling \$ 290.73; and

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
RESCINDING PRIOR RESOLUTION 2018-249**

WHEREAS, on August 28, 2018, **Resolution No. 2018-249**, was adopted by the Mayor and Council canceling overbilled property taxes for Block 133, Lot 6, commonly known as 772 First Street, Secaucus, for the 3rd and 4th quarters of 2018; and

WHEREAS, due to a clerical error, the same cancellation for overbilled property taxes for the 3rd and 4th quarters of 2018 were also contained in **Resolution No. 2018-251**, dated August 28, 2018; and

WHEREAS, to correct the record and prevent duplication.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Secaucus, County of Hudson, State of New Jersey, rescind prior **Resolution No. 2018-249** entitled "Resolution Authorizing Cancellation of Overbilled Property Taxes" pertaining to Block 133, Lot 6 for the 3rd and 4th quarters of 2018.

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

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

Adopted: September 25, 2018

RESOLUTION NO. 249 - 2018

RESOLUTION AUTHORIZING CANCELLATION OF
OVERBILLED PROPERTY TAXES

WHEREAS, the Tax Collector of the Town of Secaucus has determined that action is required as a result of a certain property reflected in the 2018 Tax Duplicate; and

WHEREAS, Tax Assessor has confirmed Block 133 Lot 6, also known as 772 1st Street, was subdivided.


WHEREAS, property taxes for 1st half 2018 are paid.

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is authorized to cancel 3rd and 4th Quarter 2018 billing, for Block 133 Lot 6 in the amount shown.

3 rd Q. 2018	\$ 795.08
4 th Q. 2018	\$ 795.08

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 8-28-18
Michael Marra 
Town Clerk Mayor

Motion	MD	Yes	No	Abstain	Absent
Second:	WM				

RESOLUTION NO. 251 - 2018

RESOLUTION APPROVING
REFUND OVERBILLED TAXES

WHEREAS, the 2018 Extended Tax Duplicate is showing an overbilling in the 3rd and 4th Quarter of 2018; and

WHEREAS, property taxes for 1st half 2018 are paid.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that the requested Tax Cancellations be made:

BLOCK	LOT	ADDRESS	AMOUNT
133	6	772 First Street	\$ 1,590.16
227	4.04	100 Park Plaza Drive	61,992.75 -POSTED 9-6-18 RP

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus,
County of Hudson, do hereby certify that the above is a
true copy of the resolution approved by the Mayor and
Council on 8-28-18
Michael Marra
Town Clerk Mayor

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

RESOLUTION NO. _____ -2018
RESOLUTION APPROVING
TAX OVERPAYMENT REFUND(S)

WHEREAS, it has been determined by the Tax Collector that the taxpayer(s) indicated are entitled to tax overpayment refund(s) for 3rd Quarter 2018 and;

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

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

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

BLOCK	LOT	QUALIFIER	PROPERTY LOCATION	AMOUNT
21	9	C0235	235 Sunset Key	\$ 1,222.87
21	13.02	CE11A	730 Mainsail Lane	766.55
73	30		701 Hudson Avenue	1,602.73
153	3		832 Cedar Avenue	1,493.57
159	3.01	C0068	68 Mallard Place	2,973.29
215	23		43 Blondel Drive	1,525.67
218	3		1088 Stonewall Lane	1,628.22

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

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

Resolution No. _____

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

**A RESOLUTION OF THE TOWN OF SECAUCUS AUTHORIZING THE
SALE OF SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE
ON AN ONLINE AUCTION WEBSITE GOVDEALS.COM**

WHEREAS, the Town of Secaucus has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus property no longer needed for public use pursuant to N.J.S.A. 40A:11-36 through the use of an online auction service; and

WHEREAS, the Town of Secaucus intends to utilize the online auction services of GovDeals, Inc., with a website of *www.GovDeals.com* pursuant to New Jersey State Contract 83453.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, that the Town of Secaucus is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled *www.GovDeals.com*; and

BE IT FURTHER RESOLVED, the Town of Secaucus shall utilize the online auction services of GovDeals, Inc., with a website of *www.GovDeals.com* pursuant to the fee schedule, terms and conditions of New Jersey State Contract 83453; and

BE IT FURTHER RESOLVED, that the auction for the items listed on Schedule A will start online on or about October 11, 2018 and end on or about October 18, 2018, with dates certain to be set forth in the auction notice, and the auction shall be in accordance with the following:

- a) The surplus property is no longer needed for public use.
- b) The sale will be online at *www.GovDeals.com*.
- c) The sales are being conducted pursuant to the Division of Local Government Services' Local Finance Notice 2008-9.
- d) The surplus property as identified in Schedule A shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicles can be made by contacting George Miller at (201) 330-2080.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website *www.GovDeals.com* and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted.

- h) Buyer is responsible for all aspects of removal of any purchased items, including loading and transport, from Town property. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus.

BE IT FURTHER RESOLVED, that the Town Administrator or his designee shall be authorized to execute any document related to this online auction.

BE IT FURTHER RESOLVED, that the Town Clerk shall advertise the auction pursuant to N.J.S.A. 40A:11-36.

Adopted: September 25, 2018

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 September 25, 2018.

Town Clerk

Mayor

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

TOWN OF SECAUCUS

SCHEDULE A: SURPLUS PROPERTY

<u>Description</u>	<u>Quantity</u>	<u>Details</u>	<u>Min. Price</u>
1996 KME Engine 1500 GPM Waterous 2 Stage Pump 55' Firestix w/Akron MS	1	Serial # NKA69000696	\$40,000.00

RESOLUTION NO. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2019 FORD SUPER
DUTY F-550 DRW (F5G) FROM NATIONAL AUTO FLEET GROUP THROUGH
SOURCEWELL COOPERATIVE

WHEREAS, the Town of Secaucus' Department of Public Works is in need of a vehicle to service the Town of Secaucus; and

WHEREAS, the Town of Secaucus received a quote from National Auto Fleet Group in the amount of One Hundred Nine Thousand, Three Hundred and Fifty Dollars (\$109,350.00) for one (1) 2019 Ford Super Duty F-550 DRW (F5G) and related services; and

WHEREAS, the vehicle and related services as set forth in the quote submitted by National Auto Fleet Group will be procured through Sourcewell Cooperative via Contract No. 120716-NAF Cars, Trucks, Vans, SUVs & Other Vehicles; and

WHEREAS, the Town of Secaucus is a member of the Sourcewell Cooperative (formerly National Joint Powers Alliance) previously authorized by Resolution 2014-279.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the purchase of the Vehicle and related services in an amount not to exceed One Hundred Nine Thousand, Three Hundred and Fifty Dollars (\$109,350.00); and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item #10-2150-55-70607-006;

BE IT FURTHER RESOLVED, that National Auto Fleet Group 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 and/or Purchasing Agent are hereby authorized to take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: September 25, 2018

I, Nicholas Goldsack, Chief Financial Officer of the
Town of Secaucus, do hereby certify that funds are
available in accordance with the Local Budget Law
NJSA 40A:4-1, in Account Number:

10-2150-55-70607-006
Amount \$ 109,350.00 Date 9/21/18

Signed: Nicholas Goldsack



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

09/18/18

Quote ID#7601 Revised

Kevin O'Connor
Town of Secaucus
370 Secaucus Rd.
Secaucus, NJ 07094

Dear Kevin O'Connor,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2019 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA with Dur-A-Lift Aerial Body Paint Code W7600), delivered to your department yard, each for

	(1) Unit One
Contract Price	\$ 37,711.00
F-550 W7600 Paint Code	\$ 550.00
Dur-A-Lift Aerial Body Quote	\$ 71,089.00
Tax (0.00%)	\$ 0.00
Total	\$ 109,350.00

-per your attached specifications:

This vehicle(s) is available under the Sourcewell (Formerly known as NJPA) 120716-NAF.
Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation
32094

To: Jesse Cooper
 National Auto Fleet Group
 490 Auto Center Drive
 Watsonville, CA 95076

Quotation Date	9/16/2018
Sales Person	John Abbott
Valid For	30 Days
Telephone	855-289-6572
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms
240-300 DAYS	BEST WAY	COLLEGEVILLE	COD

Qty	Description	Unit Price	Extension
1	Equipment listed on quote to be mounted on truck chassis supplied by customer with the following options. - End User Secaucus NJ 2019 FORD F-550 TRUCK CAB CHASSIS TWO WHEEL DRIVE 169" WHEEL BASE 84" CAB TO AXLE VINYL BENCH SEAT OXFORD WHITE PAINT AM/FM STEREO CLOCK RADIO 6.8 LITRE 3-VALVE V-10 GAS ENGINE TOROSHIFT 6-SPEED AUTOMATIC TRANSMISSION LIMITED SLIP W/4.89 AXLE RATIO REAR AXLE 19,500 LB GVW 40 GALLON FUEL TANK EXTRA HEAVY SERVICE SUSPENSION PACKAGE TRANSMISSION PTO OPTION AIR CONDITIONING CAB STEPS BLUE TOOTH WIRELESS CONNECTIONS / POWER LOCKS AND WINDOWS TRUCK TO BE GREEN PAINT CODE W7600		
1	TRUCK MOUNTED AERIAL LIFT MFG BY DUR-A-LIFT MODEL: DTAXS-39FP TRUCK MOUNTED TELESCOPIC/ARTICULATING TRANSMISSION MOUNTED PTO POWERED LIFT WORKING HEIGHT OF 44' MAXIMUM SIDE REACH OF 28' BUCKET CAPACITY OF 350 LBS MINIMUM CHASSIS GVW OF 16,000 LBS MINIMUM CHASSIS CAB TO AXLE REQUIREMENT OF 84" FULL-PRESSURE PROPORTIONAL HYDRAULIC JOYSTICK CONTROLS 370 DEGREE NON-CONTINUOUS ROTATION 180 DEGREE BASKET ROTATION	39,800.00	39,800.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By: _____ Accepted: _____ Date: _____

Sign and return Yellow Acceptance copy when ordering.

Thank You!

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation
32094

To: **Jesse Cooper**
 National Auto Fleet Group
 490 Auto Center Drive
 Watsonville, CA 95076

Quotation Date	9/16/2018
Sales Person	John Abbott
Valid For	30 Days
Telephone	855-289-6572
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms
240-300 DAYS	BEST WAY	COLLEGEVILLE	COD

Qty	Description	Unit Price	Extension
	HYDRAULIC BUCKET LEVELING WITH UPPER CONTROL POWER STOW 24 X 24 BUCKET WITH DOOR 2 YEAR PARTS AND LABOR WARRANTY FIBERGLASS TOOL TRAY 7 X 7 X 16" 12 VOLT DC EMERGENCY BACKUP MOTOR AND PUMP, REIKER INCLINOMETER FRONT TIMBREN BLOCKS AND REAR TORSION BAR FOR UNIT STABILITY		
1	BRAND FX FIBERGLASS UTILITY BODY OVERALL LENGTH 132" OVERALL WIDTH 94" PACK DEPTH 18" PACK HEIGHT 42" ALUMINUM TREADPLATE FLOOR CLEAR VINYL ROCK GUARDS FOUR BIN COMPARTMENTS PER SIDE (TWO FRONT VERTICAL, ONE HORIZONTAL ABOVE WHEEL WELL, ONE REAR VERTICAL) STAINLESS STEEL ROTARY PADDLE LATCHES, DOOR HINGES, DOOR STOPS, AND HARDWARE FIBER-GLO ROPE-STYLE LED COMPARTMENT LIGHTS (2) ADJUSTABLE SHELVES WITH DIVIDERS IN EACH FRONT COMPARTMENT (1) ADJUSTABLE SHELF WITH DIVIDERS IN HORIZONTAL COMPARTMENT CURB SIDE STREET SIDE COMPARTMENT OPEN (4) LOCKING SWIVEL HOOKS MOUNTED IN REAR COMPARTMENT CURBSIDE STREET SIDE REAR OPEN SLOPED ALUMINUM LADDER RACK WITH REAR ROLLER, MOUNTING TBD TWO WHEEL CHOCK HOLDERS MOUNTED CURBSIDE BY WHEEL WELL BOOM REST REINFORCEMENT PLATE TAILBOARD 6" RECYCLED PLASTIC WITH HOLDERS INSTALLED 30 STEEL TREADPLATE TAIL SHELF WITH SIDE STEP CUT OUT AND CABLE STEP	15,995.00	15,995.00
1	MISCELLANEOUS OPTIONS:		
1	2000 WATT PURE SINE WAVE 'ULTIMATE' DC TO AC POWER INVERTER	2,980.00	2,980.00
1	PAIR OF WHEEL CHOCKS	50.00	50.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By: _____ Accepted: _____ Date: _____

Sign and return Yellow Acceptance copy when ordering.

Thank You!

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation
32094

To: **Jesse Cooper**
 National Auto Fleet Group
 490 Auto Center Drive
 Watsonville, CA 95076

Quotation Date	9/16/2018
Sales Person	John Abbott
Valid For	30 Days
Telephone	855-289-6572
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms
240-300 DAYS	BEST WAY	COLLEGEVILLE	COD

Qty	Description	Unit Price	Extension
1	FOUR CORNER HIDE AWAY STROBE LIGHT SYSTEM, INSTALLED	1,400.00	1,400.00
1	FIT-ALL-1 SINGLE MAN SQUARE BUCKET COVER (BLACK) WITH LANYARD	185.00	185.00
1	PAIR OF STROBES INSTALLED ON EITHER SIDE OF LIFT TURRET	695.00	695.00
1	BACK UP ALARM, INSTALLED	150.00	150.00
1	ARROWBOARD MOUNTED IN TAILSHELF	1,295.00	1,295.00
1	AC OUTLET MOUNTED IN REAR CURBSIDE OF TAILSHELF AND WIRED TO INVERTER	450.00	450.00
1	REMOTE CONTROL SPOTLIGHT MOUNTED TO TRUCK'S ROOF	495.00	495.00
1	UPGRADE OF STEEL 36x94" TAILSHELF TO ALUMINUM	450.00	450.00
1	UPGRADE OF FOUR CORNER LED STROBE SYSTEM TO SIX POINT SYSTEM, WITH THE ADDITION OF TWO SIDE WHEEL WELL MOUNTED STROBES LIGHTS	550.00	550.00
1	PINTLE HOOK TOWING PACKAGE WITH TRAILER HOOK UPS	850.00	850.00
1	ALUMINUM DIAMOND PLATE SIDES ON CARGO AREA OF SERVICE BODY	690.00	690.00
1	ALUMINUM HEAD ACHE RACK MOUNTED ON SERVICE BODY BETWEEN BODY AND TRUCK CAB	1,040.00	1,040.00
1	ALUMINUM LADDER / POLE RACK MOUNTED ON SERVICE BODY ON TOP OF CURB SIDE SERVICE BODY TOOL PACK	1,114.00	1,114.00
1	COST TO PAINT LIFT TO CAB COLOR	1,450.00	1,450.00
1	COST TO GELCOAT BODY TO CAB COLOR	1,450.00	1,450.00
	Total Quote		71,089.00
	Sales Tax		0.00
	Total With Tax		71,089.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By: _____ Accepted: _____ Date: _____
 Sign and return Yellow Acceptance copy when ordering. Thank You!

Vehicle Configuration Options

TIRES	
Code	Description
TFB	TIRES: 225/70RX19.5G BSW AS, (STD)
PRIMARY PAINT	
Code	Description
W6	GREEN GEM
PAINT SCHEME	
Code	Description
—	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front Springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer
18B	PLATFORM RUNNING BOARDS
585	RADIO: AM/FM STEREO/MP3, -inc: 4 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2019 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

CODE	MODEL	MSRP
F5G	2019 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	\$39,310.00
OPTIONS		
TFB	TIRES: 225/70RX19.5G BSW AS, (STD)	\$0.00
W6	GREEN GEM	\$660.00
	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs. Front Springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	\$285.00
18B	PLATFORM RUNNING BOARDS	\$320.00
585	RADIO: AM/FM STEREO/MP3, -inc: 4 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls	\$550.00
660A	ORDER CODE 660A	\$0.00
Please note selected options override standard equipment		
	SUBTOTAL	\$42,640.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,495.00
	TOTAL PRICE	\$44,135.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 6.8L 3-Valve SOHC EFI NA V10
Transmission: TorqShift 6-Speed Automatic (6R140) -inc: SelectShift
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing w/Harness and Trailer Sway Control
11290# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" Argent Painted Steel
Tires: 225/70Rx19.5G BSW AS
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels

Front Splash Guards
Black Grille
Front License Plate Bracket
Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo -inc: 4-speakers
Radio w/Seek-Scan
Fixed Antenna
1 LCD Monitor In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Instrument Panel Bin and Covered Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints

Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

**RESOLUTION AUTHORIZING THE SUBMISSION OF A NEW JERSEY
DEPARTMENT OF TRANSPORTATION – LOCAL AID INFRASTRUCTURE FUND
GRANT APPLICATION FOR THE BORN STREET OUTFALL PIPE PROJECT**

**Resolution No. _____
September, 2018**

WHEREAS, the New Jersey Department of Transportation - Local Aid Infrastructure Fund was established to address emergency and regional transportation projects throughout the State of New Jersey; and,

WHEREAS, any County and/or Municipality in need of additional financial resources in order to complete a transportation related project may request funding from the New Jersey Department of Transportation through the Local Aid Infrastructure Fund; and,

WHEREAS, the Town of Secaucus has identified the need to apply for and obtain funding through the New Jersey Department of Transportation - Local Aid Infrastructure Fund to complete a transportation related project.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus do hereby authorize the submission of an electronic grant application identified as *LAIIF-2019-Born Street Outfall Pipe -00038* to the New Jersey Department of Transportation on behalf of the Town.

BE IT FURTHER RESOLVED, that the Mayor and Council of the Town of Secaucus do hereby recognize and accept that a lesser or greater amount of funding than what is being requested through this application may be provided by the New Jersey Department of Transportation.

BE IT FURTHER RESOLVED, that upon receipt of a grant award, the Mayor and Council of the Town of Secaucus do hereby authorize the execution of any such grant agreement and the expenditure of funds pursuant to the terms of the agreement.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign the grant agreement, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith.

CERTIFICATION

I, Michael Marra, Town Clerk of the Town of Secaucus, in the County of Hudson and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at a meeting on September 25, 2018.

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 USE AGREEMENT
WITH IMMACUALTE CONCEPTION CHURCH FOR A PORTION OF THE
PROPERTY LOCATED AT 755 JOHN STREET, SECAUCUS, NEW JERSEY**

WHEREAS, the Mayor and Council finds that the safe storage of Town equipment, materials and other apparatus is important to the operation of various Town Departments and storage space is needed; and

WHEREAS, the Mayor and Council deem it is necessary for the Town to continue use a portion of the premises (2 rooms) located at 755 John Street, Town of Secaucus, County of Hudson, State of New Jersey 07094 and enter into an Agreement for the use of this space within the boundaries of the Town that is easily accessible for Department personnel; and

WHEREAS, the rooms are currently being utilized for storage by the Secaucus Police Department and the Municipal Court, without a written agreement being in place and the parties wish to memorialize their agreement; and

WHEREAS, a payment is owed to Immaculate Conception Church in the amount of \$13,650.00, for prior use for which no payment has been made and the breakdown of this payment is more clearly set forth in paragraph 14 of the attached Use Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval has been given for the Mayor, Town Administrator and/or his designee to execute a Use Agreement for a portion of the premises located at 755 John Street, Town of Secaucus, County of Hudson, New Jersey 07094 for the period of October 1, 2018 to September 30, 2020; and

BE IT FURTHER RESOLVED that the Use Agreement will name the Town of Secaucus and Immaculate Conception Church as the parties with a monthly payment amount of One Thousand One Hundred Dollars (\$1,100.00) (\$550.00 for each room); and

BE IT FURTHER RESOLVED that payment shall be made to Immaculate Conception Church in the amount of \$13,650.00; 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: September 25, 2018

USE AGREEMENT

FOR THE PROPERTY AT 755 JOHN STREET, SECAUCUS, NEW JERSEY

This Use Agreement ("Agreement") is made between the Town of Secaucus ("Town"), 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and the Immaculate Conception Church ("ICC"), 1219 Paterson Plank Road, Secaucus, New Jersey 07094 for a portion of the premises located at 755 John Street, Town of Secaucus, County of Hudson, New Jersey 07094 ("Premises" or "Property").

The parties agree:

1. **Term** The term of this Agreement shall be for two (2) years commencing October 1, 2018 and ending September 30, 2020 for the use of two large rooms in the basement at 755 John Street, Town of Secaucus, County of Hudson, New Jersey 07094 ("Premises" or "Property").
2. **Renewal.** Any renewals of this Agreement will be at the discretion of the parties. This Agreement shall become a month to month arrangement after the expiration of the initial term if a new agreement is not entered, with termination upon thirty (30) days' notice by either party.
3. **Purpose.** Town has the full right to use two rooms in the basement portion of the Property (325 sq. ft. and 262 sq. ft.) for the storage of items, including but not limited to, boxes, files, documents, office equipment and miscellaneous items or pieces. The Town shall have access to the Property during the hours of 8:00am to 5:00pm. This agreement does not include parking, however the Town shall be able to utilize the lot in front of the Premises to load or unload items on a temporary basis, if space available.
4. **Covenants and Conditions.**

Obligations of ICC.

- a) ICC shall be responsible for the maintenance, upkeep and improvements to the exterior of the building and Premises, including but not limited to, the roof, walls, eface and drainage/gutters.
- b) ICC is responsible for all pest control services and maintenance visits needed on the Premises.
- c) ICC shall remove all snow, dirt, debris and other blockages or hazards on the walkways and driveway on the Premises to allow access for the Town to the basement portion.

Obligations of Town.

- a) The Town shall be responsible for the cleaning, organizing and building of raised platforms/shelves for storage to the satisfaction of the ICC.
- b) The Town shall be responsible for the payment of \$1,100.00 of ICC's monthly PSE&G bill for the use of the Premises. (\$550.00 for each room).
- c) The Town will provide staff to open/close the basement portion as needed with a key to be provided by ICC.
- d) Town shall keep the Premises in the same condition as when initially occupied. The Town shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit.
- e) The Town shall take good care of the Premises and all equipment, appliances and fixtures contained therein.
- f) All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the ICC or the Town, except furniture or movable trade fixtures installed at the expense of the Town, shall be the property of the ICC and shall remain upon, and be surrendered with the Premises as a part thereof at the termination of this Agreement, without compensation to the Town.
- g) The Town shall not destroy, deface, damage or vandalize any part of the Premises.

5. **Peaceful Possession.** The ICC covenants that the Town, on performance of the covenants and conditions in this Agreement, shall and may peaceably and quietly have, hold and enjoy the Premises for the term and use aforesaid.
6. **Right to Inspect and Exhibit.** The ICC, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night, upon notice to the Town (except in emergent situations) to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof, or to exhibit the same to prospective purchasers.
7. **Observation of Laws, Ordinances, Rules and Regulation.** The Town and ICC agree to observe and comply with all applicable laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities.
8. **Notices:** All notices and demands, legal or otherwise, incidental to this Agreement, or the occupation of the Premises, shall be in writing at the addresses specified in this Agreement.
9. **Agreement Provisions Not Exclusive.** The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the ICC and Town would otherwise have by law.
10. **Agreement Binding on Heirs, Successors, Etc.** All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
11. **Insurance.** The Town, at Town's own cost and expense, shall obtain and provide and keep in full force for the benefit of the ICC during the term hereof, general liability insurance, insuring the location by or resulting from any accident or otherwise in or about the Agreement Premises, for injuries to any person or persons. Town, at Town's own cost and expense, shall obtain, provide and keep in full force, fire insurance and such other insurance as necessary for the protection of Town's equipment. The policy or policies of insurance shall be of a company or companies authorized to do business in this State, and shall be delivered to the ICC together with evidence of the payment of the premiums upon written request for such.
12. **Indemnity.** The Town hereby agrees to save harmless and indemnify ICC and any of its directors, officers, partners, executives, parents, agents, subsidiaries and divisions, and each of their heirs, successors and assigns (collectively the "Indemnitees") from any and all claims, suits (including claims of sexual and any other forms of discriminatory harassment), demands, damages, charges, liabilities, losses, costs and expenses including reasonable attorney's fees arising from or out of (a) any and all use of the Premises by the Town or its representatives, (b) any injury to or death of, any person or persons, or damage to or destruction of property, occurring or resulting from the use of the Premises by the Town or its representatives, unless caused by the sole negligence of ICC.
13. **End of Agreement.** At the end of the Agreement term, Town agrees to remove all of Town's property and vacate the Premises, leaving it in broom clean condition and good order. Any and all items left on the Premises will become the ICC's property. Town shall be responsible for all fees incurred by ICC at termination of this Agreement for removing any property/articles left by Town.
14. **Prior Use and Payment.** The parties agree that the Town has been using one of the rooms on the premises since May 1, 2016 (police storage) and the second room since June 1, 2018 (court storage), without a written agreement in place. The parties agree that ICC is entitled to payment in the amount of \$15,400.00 for use of the Police Storage room from May 1, 2016 to September 30, 2018 and \$2,000.00 for use of the Court Storage room from June 1, 2018 through September 30, 2018. However, the Town performed work at ICC related to insulation of piping at the cost to the Town of \$3,750.00. The parties agree the Town will received a credit for the value of this work, therefore, the amount currently due is \$13,650.00.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

IMMACULATE CONCEPTION CHURCH

Date _____

By: _____

Name: _____

Title: _____

TOWN OF SECAUCUS

Date _____

By: _____

Name: _____

Title: _____

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 USE AGREEMENT
WITH IMMACUALTE CONCEPTION CHURCH FOR A PORTION OF THE
PROPERTY LOCATED AT 1219 PATERSON PLANK ROAD, SECAUCUS, NEW
JERSEY**

WHEREAS, the Town of Secaucus is in need of additional gymnasium space for the Town's Recreation Programs and Immaculate Conception Church has space available for use by the Town; and

WHEREAS, the Mayor and Council deem it is necessary for the Town to continue use the gymnasium housed in the basement of the building located at 1219 Paterson Plank Road, Town of Secaucus, County of Hudson, State of New Jersey 07094 and enter into an Agreement for the use of this space within the boundaries of the Town; and

WHEREAS, the gymnasium is currently being utilized by the Secaucus Recreation Department, without a written agreement being in place and the parties wish to memorialize their agreement; and

WHEREAS, a payment is owed to Immaculate Conception Church in the amount of \$18,000.00, for prior use for which no payment has been made and the breakdown of this payment is more clearly set forth in paragraph 14 of the attached Use Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval has been given for the Mayor, Town Administrator and/or his designee to execute a Use Agreement for a portion of the premises located at 1219 Paterson Plank Road, Town of Secaucus, County of Hudson, New Jersey 07094 on a month-to-month term; and

BE IT FURTHER RESOLVED that the Use Agreement will name the Town of Secaucus and Immaculate Conception Church as the parties with a monthly payment amount of Five Hundred Dollars (\$500.00); and

BE IT FURTHER RESOLVED that payment shall be made to Immaculate Conception Church in the amount of \$18,000.00 for monies owed related to prior usage; 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: September 25, 2018

USE AGREEMENT

FOR THE PROPERTY AT 1219 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY

This Use Agreement ("Agreement") is made between the Town of Secaucus ("Town"), 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and the Immaculate Conception Church ("ICC"), 1219 Paterson Plank Road, Secaucus, New Jersey 07094 for a portion of the premises (gymnasium located in the basement) located at 1219 Paterson Plank Road, Town of Secaucus, County of Hudson, New Jersey 07094 ("Premises" or "Property").

The parties agree:

1. **Term** The term of this Agreement shall be month to month commencing October 1, 2018 and continuing until cancelled by either party. Any termination must be upon thirty (30) days' notice by either party ("Premises" or "Property").
2. **Renewal.** Any renewals of this Agreement will be at the discretion of the parties.
3. **Purpose.** Town has the full right to use the gymnasium portion of the Property located in the basement of 1219 Paterson Plank Road, Secaucus, for Secaucus youth activities, including but not limited to, general recreation programs such as wrestling, cheerleading and basketball. The Town can have access to the Property between the hours of 5-9 p.m. daily. However, ICC may deny usage by the Town on any particular day/time if they need the Premises for their own use. The Town agrees to only utilize the Post Place entrance when accessing the gymnasium. This agreement shall specifically NOT include any parking and the Town agrees not to utilize any ICC parking lots when utilizing the gymnasium.
4. **Covenants and Conditions.**

Obligations of ICC.

- a) ICC shall be responsible for the maintenance, upkeep and improvements to the exterior of the building and Premises, including but not limited to, the roof, walls, eface and drainage/gutters.
- b) ICC is responsible for all pest control services and maintenance visits needed on the Premises.
- c) ICC shall remove all snow, dirt, debris and other blockages or hazards on the walkways and driveway on the Premises.

Obligations of Town.

- a) The Town shall be responsible for the painting of the upper portion of the gymnasium to the satisfaction of the ICC.
- b) The Town shall be responsible for the payment of \$500.00 of ICC's monthly PSE&G bill for the use of the Premises.
- c) The Town will provide staff to open/close the gymnasium portion as needed.
- d) Town shall keep the Premises in the same condition as when initially occupied. The Town shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit.
- e) The Town shall take good care of the Premises and all equipment, appliances and fixtures contained therein.
- f) All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the ICC or the Town, except furniture or movable trade fixtures installed at the expense of the Town, shall be the property of the ICC and shall remain upon, and be surrendered with the Premises as a part thereof at the termination of this Agreement, without compensation to the Town.
- g) The Town further agrees to keep said Premises and all parts thereof in a clean and sanitary condition and free from trash, flammable, hazardous or dangerous materials and other objectionable matter.
- h) The Town shall not destroy, deface, damage or vandalize any part of the Premises.

- i) The Town shall preform background checks on any coaches engaged in the recreation program conducted in within the ICC gym.
5. **Peaceful Possession.** The ICC covenants that the Town, on performance of the covenants and conditions in this Agreement, shall and may peaceably and quietly have, hold and enjoy the Premises for the term and use aforesaid.
 6. **Right to Inspect and Exhibit.** The ICC, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof, or to exhibit the same to prospective purchasers.
 7. **Observation of Laws, Ordinances, Rules and Regulation.** The Town and ICC agree to observe and comply with all applicable laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities.
 8. **Notices:** All notices and demands, legal or otherwise, incidental to this Agreement, or the occupation of the Premises, shall be in writing at the addresses specified in this Agreement.
 9. **Agreement Provisions Not Exclusive.** The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the ICC and Town would otherwise have by law.
 10. **Agreement Binding on Heirs, Successors, Etc.** All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
 11. **Insurance:** The Town, at Town's own cost and expense, shall obtain and provide and keep in full force for the benefit of the ICC during the term hereof, general liability insurance, insuring the location by or resulting from any accident or otherwise in or about the Agreement Premises, for injuries to any person or persons. Town, at Town's own cost and expense, shall obtain, provide and keep in full force, fire insurance and such other insurance as necessary for the protection of Town's equipment. The policy or policies of insurance shall be of a company or companies authorized to do business in this State, and shall be delivered to the ICC together with evidence of the payment of the premiums upon written request for such.
 12. **Indemnity:** The Town hereby agrees to save harmless and indemnify ICC and any of its directors, officers, partners, executives, parents, agents, subsidiaries and divisions, and each of their heirs, successors and assigns (collectively the "Indemnitees") from any and all claims, suits (including claims of sexual and any other forms of discriminatory harassment), demands, damages, charges, liabilities, losses, costs and expenses including reasonable attorney's fees arising from or out of (a) any and all use of the Premises by the Town or its representatives, (b) any injury to or death of, any person or persons, or damage to or destruction of property, occurring or resulting from the use of the Premises by the Town or its representatives, unless caused by the sole negligence of ICC.
 13. **End of Agreement.** At the end of the Agreement term, Town agrees to remove all of Town's property and vacate the Premises, leaving it in broom clean condition and good order. Any and all items left on the Premises will become the ICC's property. Town shall be responsible for all fees incurred by ICC at termination of this Agreement for removing any property/articles left by Town.
 14. **Prior Use and Payment.** The parties agree that the Town has been using the premises since March 1, 2015, without a written agreement in place. The parties agree that ICC is entitled to payment in the amount of \$21,000.00 for the Town's Use from March 1, 2015 through September 30, 2018. However, the Town performed work at ICC to make plumbing and HVAC repairs at the cost to the Town of \$3,000.00. The parties agree the Town will received a credit for the value of this work, therefore, the amount due is \$18,000.00.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

IMMACULATE CONCEPTION CHURCH

Date _____

By: _____

Name: _____

Title: _____

TOWN OF SECAUCUS

Date _____

By: _____

Name: _____

Title: _____

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 John Dubiel, Assistant Superintendent DPW, the below persons are hereby appointed to the regular part time position as Medical Escort Driver (#5000) effective September 25, 2018 as follows:

Potente, Joseph	\$13,00 / Hour
Zuest, Christie	\$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 September 25, 2018.

Town Clerk

Mayor

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

**TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendations of Michael Pero, Superintendent of Recreations, the below additional staff are hereby appointed as seasonal part time at Ice Rink (#83000) in various positions effective October 8, 2018 as follows:

Maintenance/Zamboni

	<u>Hourly Rate</u>
Dragone, Matthew	\$10.00 / Hour
Postorino, Steven	\$10.00 / Hour

Custodians

	<u>Hourly Rate</u>
Craigwell Tyler	\$8.75 / Hour
Gercich, William	\$8.75 / Hour
Mastropietro, Justin	\$8.75 / Hour
Syracuse, Julia	\$8.75 / Hour
Verga, Israel	\$8.75 / Hour

Skateguards

	<u>Hourly Rate</u>
Moloughney, Sean	\$8.60 / Hour
Rocco, Julian	\$8.60 / Hour

Clerical

	<u>Hourly Rate</u>
Andriani, Caroline	\$8.60 / Hour
Campbell, Kayla	\$8.60 / Hour
Fraglossi, Gina	\$8.60 / Hour
Guzman, Brianna	\$8.60 / Hour
Guzman, Destiny	\$8.60 / Hour
Mazurkiewicz, Carly	\$8.60 / Hour
Marzouk, Ahmed	\$8.60 / Hour
Silva, Stephanie	\$8.60 / 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 September 25, 2018.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Chris Conte, Manager Animal Shelter (#50000) the following person(s) are hereby appointed to the regular part time worker position effective September 25, 2018 as follows:

William Gray

\$11.00 / 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 September 25, 2018.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Ciancy				
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, accepts the resignation of Vincent Massaro, Sr. from the position of OEM Coordinator effective as of September 25, 2018; and

BE IF FURTHER RESOLVED, that Vincent Massaro, Sr. was paid an annual stipend of \$15,000.00 for his position as the OEM Coordinator; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Mayor and Council members that as of September 25, 2018, Vincent Massaro, Jr., is hereby appointed as the OEM Coordinator and will assume all duties and responsibilities of that position; and

BE IT FURTHER RESOLVED, that Vincent Massaro, Jr.'s. annual salary will be increased to \$88,116.55, which reflects a \$15,000.00 increase for taking over the duties of OEM Coordinator and this additional raise will take into account all time Vincent Massaro, Jr. may spend handling the duties of OEM Coordinator, for which he will not receive additional compensation by way of overtime.

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 September 25, 2018.

Town Clerk Mayor

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

TOWN OF SECAUCUS

COUNTY OF HUDSON

RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, that the Town Clerk was hereby authorized to advertise for and receive bids for work on **Streetscape (Front Street from Golden Avenue to Minnie Place)**.

September 25, 2018