

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - MAY 22, 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 PUBLIC HEARING

Ordinance No. 2018-19: Amendment to Ordinance 2018-7 to add Finance Department positions

ORDINANCES FOR INTRODUCTION

Ordinance No. 2018-21: An Ordinance amending Section 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (deletion of handicapped parking spots on Seventh Street and Fourth Street)

Ordinance No. 2018-22: An Ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" updating and designating one way roadway and no parking locations in the North End

Ordinance No. 2018-23: An Ordinance adopting Chapter 154 of the Code entitled "Unlawful Residential Units"

PROCESS FOR ADOPTING THE 2018 MUNICIPAL BUDGET FOR THE TOWN OF SECAUCUS

- 1) Resolution to amend the 2018 Municipal Budget
- 2) Adoption of the 2018 Municipal Budget for the Town of Secaucus

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Clarendon School PTA to use the Humboldt Street Recreation Center on Sunday, June 10 for a Submit 2 Fitness workout session
- 2) Request by Frederick Goldman, Inc. to use Schmidts Woods and Millridge Field 1 for a company barbecue on Friday, July 20.

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 5/22/18

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 authorizing a contract with M&F Mason Tile Contractors, LLC for the removal and replacement of the aging, dilapidated retaining wall along the front of the property located at 20 Centre Avenue on the south west side of the property from Centre Avenue to John Street
- 2) Resolution approving tax overpayment refunds for property at 587 Sanderling Court in the amount of \$1,653.25
- 3) Resolution approving tax overpayment refunds for property at 575 Plaza Drive in the amount of \$510.05
- 4) Resolution appointing Zachery Lewis as a Seasonal Part-Time Laborer, effective May 22, 2018, at the hourly rate of \$10.00
- 5) Resolution on behalf of the Town of Secaucus authorizing the execution of an agreement with Ellas Environmental Services, LLC for Environmental Investigation/Services for the real property located at 1150 Farm Road
- 6) Resolution appointing Zacherly Lee as a Regular Part-Time Counselor in the EPOS Program, effective May 14, 2018, at the hourly rate of \$10.00
- 7) Resolution appointing Ava Mroz as a Summer Part-Time Intern in the Environmental Department, effective May 9, 2018, at the hourly rate of \$10.00
- 8) Resolution appointing Marianna Guillaume, Mary Ann Flores, Babubhai Patel, Derrick Gonzalez and Catherine Matuscsak as Regular Part-Time Relief School Crossing Guards, pending successful completion of background checks and physicals, for the remainder of the school year, at the hourly rate of \$20.00
- 9) Resolution hiring Maintenance Personnel, Lifeguards, Head Lifeguards, Custodians, Clerical/Gate Personnel and Assistant Managers to the Secaucus Swim Club, effective May 26, 2018
- 10) Resolution supporting the American Cancer Society's goal of 80% in 2018 for colorectal cancer screening
- 11) Resolution appointing Mikhail Kowlessar and Anthony Burgos as Probationary Police Officers, as transfers filling vacancies and based on the collective bargaining agreement at Step 4, with a base salary of \$52,490.00 per annum, plus any contractual stipends effective May 22, 2018
- 12) Resolution authorizing a proprietary contract with Capturepoint.com for the Communitypass software management program developed for the Secaucus Swim Complex
- 13) Resolution granting Allyson Ianuale (Supervisor AM) an increase in hourly rate to \$10.42 and title change, effective May 22, 2018
- 14) Resolution promoting Christopher Rinaldi and Christina Prospero to the Rank of Sergeant in the Secaucus Police Department and Scott Coar to the Rank of Lieutenant in the Secaucus Police Department, effective May 22, 2018, each with a salary commensurate with the collective bargaining agreement
- 15) A resolution on behalf of the Town of Secaucus authorizing the award of an extraordinary unspcifiable service contract for insurance coverage to McNeil & Company, Inc.
- 16) A resolution of the Town of Secaucus authorizing the sale of surplus property no longer needed for public use on an online auction website of govdeals.com
- 17) Resolution appointing Colleen Burns to the Seasonal Part-Time Intern Clerk in the Fire Prevention Department, effective May 22, 2018, at the hourly rate of \$10.00
- 18) A resolution to authorize an increase to the professional service contract for Alcoholic Beverage Control Board Counsel in an amount not to exceed \$25,000.00

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

ORDINANCE NO. 2018-19

**AMENDMENT TO ORDINANCE 2018-7 TO ADD FINANCE DEPARTMENT
POSITIONS**

WHEREAS, the Town has previously adopted Ordinance 2018-12 creating and specifying the Offices, Positions, Appointment, Qualifications, Powers and Duties and a subsequent ordinance 2018-13 to add accountant positions within the Finance Department; and

WHEREAS, the Town has also previously adopted Ordinance 2018-7 setting salary ranges for the various employee titles as a result of the agreements reached between and among the elected officials, collective bargaining units, and non-union employees; and

WHEREAS, based upon the above, the salary ranges for accountant and senior accountant within the Finance Department were inadvertently left out of Ordinance 2018-7, adopted February 13, 2018.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, the salary range for each title listed below is as follows:

Accountant	(\$35,000 - \$50,000)
Senior Accountant	(\$45,000 - \$70,000)

1. There are no other changes to this Chapter of the Code of the Town of Secaucus.
2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
3. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.
4. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

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 April 24, 2018 and finally adopted by the Mayor and Council on May 22, 2018.

Town Clerk

Mayor

Introduction 4-24-18

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

Adoption 5-22-18

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

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2018-21

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Seventh Street	East	Starting at a point 53 feet South of the southeast corner of Seventh Street and Flanagan Way continuing for a distance of 21 feet on the east side of Seventh Street, directly in front of 856 Seventh Street
Fourth Street	West	On the west side of Fourth Street, beginning at a point 25 feet south of the southwest corner of Front and Fourth Streets continuing for a distance of 22 feet directly in front of 779/781 Fourth Street

SECTION 2

SEVERABILITY

BE IT FURTHER ORDAINED, that the provisions of this ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining

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

SECTION 3

REPEALER

BE IT FURTHER ORDAINED, that all other ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed, to the extent of such inconsistency.

SECTION 4

EFFECTIVE DATE

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on May 22, 2018, and finally adopted by the Mayor and Council on June 26, 2018.

Town Clerk

Mayor

Introduction 5-22-18

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

Adoption 6-26-18

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

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

ORDINANCE NO. 2018-22

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" UPDATING AND
DESIGNATING ONE WAY ROADWAY AND NO PARKING LOCATIONS IN THE
NORTHEAST**

WHEREAS, Chapter 127 of the Code of the Town of Secaucus addresses various topics concerning vehicles and traffic in the Town in the interest of safety, including but not limited to the designation of streets as one-way; and

WHEREAS, at the request of the Council, the Town Engineering Department in conjunction with the Secaucus Police Department Traffic Division conducted a review of the North End area streets in the vicinity of Franklin Street, Hops Lane and Allan Terrace to evaluate traffic patterns and vehicle flow; and

WHEREAS, the Mayor and the Town Council accept the recommendations of the Traffic Division and Engineering Department in the interest of public 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 127 entitled "Vehicles and Traffic," §127-29 "Schedule VII: One-Way Streets" of the Code of the Town of Secaucus be, and is hereby amended as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 127-29. Schedule VII: One-Way Streets.

In accordance with the provisions of § 127-13, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction	Limits
Myrtle Avenue	Northbound Southbound	Entire length (one block)

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

§ 127-23. Schedule I: No Parking.

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

Name of Street	Side	Location
Stonewall Lane	West	On the one-way Southbound portion of Stonewall Lane from Central Lane to Hops Lane.
Hops Lane	South	Entire length.
Allan Terrace	South	From Stonewall Lane to Allan Terrace (easternmost cross street).

3. Chapter 127 entitled “Vehicles and Traffic,” §127-39” “No parking during snow emergencies” of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**):

§ 127-39. No parking during snow emergencies.

- A. Whenever snow has fallen and the accumulation is such that the Superintendent of the Department of Public Works or Police Chief or their designee shall declare a snow emergency, then no vehicles shall be parked on the following streets or highways or portions thereof.

Street	Side	Location
Allan Terrace	South	From the intersection of Allan Terrace (easternmost cross street) to the dead end.

4. There are no other changes to this Article of this Chapter of the Code of the Town of Secaucus.
5. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.
7. This Ordinance shall take effect immediately upon passage and publication in accordance with law.
8. Appropriate signage denoting the above shall be posted in accordance with all applicable regulations.

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

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

Town Clerk

Mayor

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

ORDINANCE NO. 2018-23

**AN ORDINANCE ADOPTING CHAPTER 154 OF THE CODE ENTITLED
“UNLAWFUL RESIDENTIAL UNITS”**

WHEREAS, The Mayor and Council hereby determine that the use and occupancy of unlawful residential apartments are detrimental to the general health, safety and welfare of the Town, and that such illegal occupancies generate an increase in the utilization of Town services, including fire, police, sanitation, public works and general administration, and further generate the use of motor vehicles which take parking spaces and create traffic, while escaping just and proper real estate taxation. The Town finds this to be unfair, inequitable and creates a perilous situation; and

WHEREAS, the Mayor and Council of the Town of Secaucus finds it to be in the best interest of the Town and its citizens to adopt an ordinance to prohibit such unlawful activity.

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

UNLAWFUL RESIDENTIAL UNITS

Section I. Findings and Declarations.

The Mayor and Council hereby find and declare that there has been a proliferation of what are commonly known as “unlawful or illegal apartments,” meaning residential dwelling units which are occupied in violation of zoning and housing laws. These unlawful apartments often manifest themselves as a second residential unit in a building in a one-family zone. The Mayor and Council hereby further find and declare that such illegal units have a deleterious effect on the quality of life of Town residents, require the provision of Town services, generate young people who attend Town schools, increase the utilization of Town programs and services, contribute to the costs of the Town by increasing the generation of refuse (garbage) and sewer flow, contribute to overcrowding, generate traffic within the Town, generate automobiles which contribute to parking shortages throughout the Town and lead to the maintenance of dwelling units which can fail to meet health, safety and building code standards. By their nature, such units generally escape taxation as their maintenance and existence is normally hidden and is therefore not factored into tax assessment purposes. The use and maintenance of said illegal apartments is also unfair to the vast majority of Town residents who abide by Town laws.

Section II. Definitions:

1. Real Estate Title Owner. Any person or entity who is the named as Grantee on the deed to the property and has legal title to the real property.

2. Dwelling unit shall mean one or more rooms occupied or intended for occupancy as a separate living quarters by one or more families, not common to the main residence and/or has its sole means of access from directly outside and/or has locked doors separating units.

3. For the purpose of this ordinance an "Unlawful or Illegal Dwelling Unit" is defined as follows:

i. An additional dwelling unit, within a single family or multi-family dwelling, for which no proper certificate of occupancy has been issued.

ii. Any additional dwelling units for which legal documentation cannot be shown built as "pre-existing non-conforming," having a Board "Use Variance" per Secaucus Zoning Ordinance, or a zoning interpretation approval from the Secaucus Zoning Board as per the Municipal Land Use Act.

iii. A dwelling unit that is considered to have its own separate area for providing cooking, sleeping and sanitary facilities or some combination of same.

iv. A dwelling unit without the relevant Building, Electric, Plumbing or Fire permits.

v. Any other dwelling or rental unit which is in violation of any State, County or Municipal statute, regulation and/or ordinance.

2. Miscellaneous Definitions under this ordinance:

a. Responsible Party. The Real Estate Title Owner shall always be deemed to be a responsible party.

b. Additional Responsible Party: There may be, however, multiple parties with property maintenance responsibility, such as the title owner, the tenant, agents, assigns and/or financial institution, which may also be considered Responsible Parties under this Ordinance.

c. Short Term Rentals shall mean: Any change in tenancy involving an occupancy of 30 days or less.

Section III. Rental or payment for use prohibited.

1. No person shall charge, demand, receive or accept any rent or other payment for the use or occupancy of any unlawful or illegal dwelling unit as defined herein, within the Town of Secaucus. Each such charge, demand, receipt or acceptance of such rent or other payment in violation hereof shall constitute a separate offense.

2. No person, specifically including but not limited to those persons commonly known as "real estate agents," "brokers" or "salespersons," shall assist, aid or facilitate in the rental, sale, use or occupancy of any unlawful or illegal dwelling unit as defined herein within the Town of Secaucus. For purposes of this article, the acts of listing for rental or sale, advertising or otherwise offering for rent, lease or sale any lawful or illegal dwelling unit as defined herein, within the Town of Secaucus shall be deemed to constitute a violation of this article. Any person who is to receive a commission, profit or other form of remuneration or emolument as a result of a rental, lease or sale of residential premises shall have a duty to make reasonable written inquiry to determine whether or not the subject property contains an unlawful or illegal dwelling unit, as defined herein.

Section IV. Notification of Occupants.

1. The Construction Official, Zoning Official or Town designee shall issue a violation notice for any violation of this ordinance to the Real Estate Title Owner and/or any Additional Responsible Party.

2. Real Estate Title Owner and/or Additional Responsible Party shall within ten (10) days following receipt of this violation notice abate the unlawful occupancy as long as there are no life safety issues as determined by the Construction Official. In case of life safety issues, the unlawful tenancy must be immediately abated.

3. Real Estate Title Owner and/or Additional Responsible Party shall serve and provide proof of service that all of the unlawful occupants using or occupying said residential premise have received a copy of this ordinance. As an alternative notice, a copy of this ordinance may be posted in a common area of the premises accessible to all the applicable tenant(s).

4. The Construction Official, Zoning Official or Town designee shall issue any court summons for any violation of this ordinance to the Real Estate Title Owner and/or any Additional Responsible Party.

5. The Real Estate Title Owner and/or Additional Responsible Party shall place all rent that accrues during the pendency of the municipal action in an interest-bearing escrow account until finalization of the municipal action related to the issuance of the Summons issued pursuant to Section. The Real Estate Title Owner and/or Additional Responsible Party shall have an affirmative obligation to produce proof of this escrow account to the Town designee.

6. Nothing in this Section shall limit the authority of the construction official, zoning official or the town designee from issuing additional violations or instituting further action against a Responsible Party for prior or subsequent health, safety and welfare violations or Uniform Construction Code violations.

Section V. Violations and penalties.

1. Any person or entity that has been charged with violating any provision of this Ordinance shall be subject to review by the Municipal Court and subject to fines of not less than \$500 or more than \$2,000 per diem or by imprisonment for a term not exceeding 90 days, or both, for each separate violation. Each day that a violation is left unabated is considered a separate and distinct violation for penalty purposes.

2. In addition to requiring reimbursement from the Real Estate Title Owner and/or Additional Responsible Party for tenant relocation assistance paid to a displaced tenant, and notwithstanding the provisions of Subsection A of this section, the Municipal Court may impose an additional fine for zoning or housing code violations for an unlawful occupancy up to an amount equal to six (6) times the displaced tenant's monthly rental, pursuant to the provisions of N.J.S.A. 2A:18-61.1g(c).

3. As to second or subsequent violations, the Municipal Court may impose a additional fine equal to the annual tuition costs of any resident of the illegally occupied unit attending a public school, which fine shall be recovered in a civil action by a summary proceeding in the name of the municipality pursuant to Penalty Enforcement Law of 1999, (N.J.S.A. 2A:58-10 et seq.). The tuition costs shall be determined in the manner prescribed for nonresident pupils pursuant to N.J.S.A. 18A:38-19.

4. In those instances where a violation of this section is based on the maintenance of residential dwelling units above the number of units permitted by the Zoning Ordinance on a particular parcel of land (e.g., the maintenance of a structure with two residential dwelling units in a zoning district where single family homes are permitted), the defendant who is the owner of a property may be required to permanently remove the unlawful kitchen, bathroom, bedroom, point of entrance/egress or any other offending structure, appliance or fixture. The Town Construction Official or their designee shall inspect the premises to insure compliance within ten (10) days of the date of the entry of the judgment imposition terms and conditions by the Municipal Court or by agreement of the parties.

Section VI. Costs of moving to be borne by Violator.

1. Any tenant who receives a notice of eviction pursuant to the provisions of N.J.S.A. 2A:18-61.2 that results from zoning or code enforcement activity for an illegal or unlawful occupancy may be considered a displaced person and may be entitled to relocation assistance in an amount equal to six (6) times the monthly rental paid by the displaced person. The Real Estate Title Owner and/or Additional Responsible Party of

the structure shall be the sole party liable for the payment of relocation assistance pursuant to this section.

2. Any municipal payments or costs incurred by the municipality under this ordinance shall be a municipal lien on the title property with statutory interest until satisfied. (See, N.J.S.A. 20:4-4.1, et al.)

Section VII. Restitution Damages to Town by Way of Separate Civil Action.

Real Estate Title Owner and/or Additional Responsible Party can additionally be responsible for restitution and damages to Town, if the Mayor and Council determine that the unlawful residential use and occupancy has caused an unfair increase in the usage of Town services directed towards ensuring general health, safety & welfare. For example, but not limited to, the use of Town fire, police, sanitation, public works, education, and general administration, as well as the further generation of increased vehicular traffic, neighborhood parking spaces usage and the like, while escaping real estate taxation. The Town recognizes that such harm and detrimental damages to the Town are difficult to measure and hereby determine that the most reasonable way to calculate the damage and detriment caused to the Town by unlawful occupancy(ies) is by calculating same as a percentage of the rental payment charged by the owner to the occupant on account of the unlawful occupancy. The Town determines that a percentage of **66%** (2/3) of the monthly rental charged to the Tenant shall be a fair and reasonable measure of the damage and detriment caused to the Town. The Mayor and Council may authorize the Town Attorney to recover from any Real Estate Title Owner and/or Additional Responsible Party who charges, demands, receives or accepts rent or payment for such an unlawful occupancy to make such restitution to the Town for such damages during the period of illegal occupancy.

Section VIII.

Nothing in this Ordinance shall prohibit Senior Citizens from leasing or renting rooms within single family primary residence to one person pursuant to N.J.S.A. 40:55D-68.4.

Section IX. Registration Process.

This Ordinance shall further create an annual registration process for which each and every rental unit within the Town, excepting such multi-unit dwellings which are already subject to State housing laws, must register with the Town Clerk on an annual basis based upon rules and regulations established by the Town of Secaucus. Each property owner shall be charged an annual registration fee and the amount of said annual fee shall be kept on file with the Town Clerk.

Section X. Enforcement Officer.

In order to effectuate the goals and purpose of this Ordinance the Town Construction Official or their designee shall be considered the enforcement officer.

Section XI. Repealer.

All Ordinance or parts of Ordinances inconsistent herewith are repealed.

Section XII. Effective.

This Ordinance shall take effect immediately after passage and publication according to law.

RESOLUTION TO AMEND BUDGET

No. _____ of 2018

WHEREAS, the local municipal budget for the year 2018 was approved on the 10th day of April 2018, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, that the following amendments to the approved budget of 2018 be made:

Recorded Vote

Aye

Nay

Abstained

Absent

	<u>From</u>	<u>To</u>
GENERAL REVENUES		
1. Surplus Anticipated	\$ 5,020,000.00	\$ 3,882,530.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services		
Total Surplus Anticipated	5,020,000.00	3,882,530.00
Summary of Revenues		
1. Surplus Anticipated (Sheet 4, #1)	5,020,000.00	3,882,530.00
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	16,383,629.44	15,246,159.44
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	38,040,725.57	39,178,195.57
Total Amount to be Raised by Taxes for Support of Municipal Budget	39,654,640.56	40,792,110.56

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

It is hereby certified that this is a true copy of a resolution amending the budget, approved by the Mayor and Council on the 22nd day of May 2018.

Certified by:

Clerk

May 22, 2018

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING A CONTRACT WITH M & F MASON TILE CONTRACTORS LLC
FOR THE REMOVAL AND REPLACEMENT OF THE AGING, DILAPIDATED
RETAINING WALL ALONG THE FRONT OF THE PROPERTY LOCATED AT 20
CENTER AVENUE ON THE SOUTH WEST SIDE OF THE PROPERTY FROM
CENTRE AVENUE TO JOHN STREET**

WHEREAS, the Town of Secaucus has worked diligently to complete renovations to the building owned by the Town located at 20 Centre Avenue, which includes removal of the existing brick retaining wall, approximately 85-90 linear feet, the construction of a new interlocking block retaining wall with finished cap from Centre Avenue to John Street; and

WHEREAS, the Town of Secaucus, Department of Public Works, has obtained three (3) quotes to complete all of the necessary work, inclusive of materials; and

WHEREAS, M & F Mason Tile Contractors LLC, 86 Crescent Avenue, Cliffside Park, New Jersey 07010, has submitted a quote that was presented to the qualified purchasing agent in the amount Thirteen Thousand Five Hundred Dollars (\$13,500.00) plus tax, if applicable, for the specified project; and

WHEREAS, M & F Mason Tile Contractors LLC was the lowest responsible quote; and

WHEREAS, M & F Mason Tile Contractors LLC has completed and submitted an acknowledgement of the Town of Secaucus Pay to Play Ordinance; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that M & F Mason Tile Contractors be awarded a contract to complete all of the work necessary, inclusive of materials, in an amount not to exceed Thirteen Thousand Five Hundred Dollars (\$13,500.00); and

BE IT FURTHER RESOLVED, that M & F Mason Tile Contractors LLC shall provide any and all compliance information requested by the Town of Secaucus, Office of Purchasing, which may include, but is not limited to, proof of insurance coverage and the contract is contingent on the Purchasing Agent confirming compliance; and

BE IT FURTHER RESOLVED that the quote and Resolution shall constitute the requisite contract in this matter and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED that the Finance Director certifies that funds are available for these services in the 2018 Municipal budget; and

BE IT FURTHER RESOLVED that the Mayor and/or the Town Administrator or their designee are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: May 22, 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 May 22, 2018.

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

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 N.J.S.A. 40A:4-1, in Account Number:

01 - 2101 - _____
 Amount \$ 13,500.00 Date 1/1

Signed: Nicholas Goldsack

M & F Mason Tile Contractors LLC.

86 Crescent Ave
Cliffside Park, NJ 07010

Franco 201-941-6281 Phone
201-941-0211 Fax

CONTRACTORS LICENSE #13VH04608100

Note-On any masonry work we cannot be responsible for any cracks that may occur due to weather or normal settlement of ground.

5/08/18

Secaucus
1200 Koelle Blvd
Secaucus, NJ 07094

Remove approx. 85 linear ft of existing brick retaining wall. Wall is located by edge of sidewalk.

Rebuild wall with interlocking concrete block.

Demo is included.

Town to remove debris. \$13,500.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment schedule to be discussed.

Date _____

Signature _____

Signature _____

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 2ND 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	ADDRESS	AMOUNT
21	12	C0587	587 Sanderling Court	\$ 1,653.25

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. _____-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 2ND 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	ADDRESS	AMOUNT
227	7.25	---	575 Plaza Drive	\$ 510.05

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: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin O'Connor, Superintendent DPW (#50000) the following person is hereby appointed to the seasonal part time laborer position effective as of May 22, 2018 as follows:

Zachery Lewis

\$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 May 22, 2018.

Town Clerk Mayor

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

Resolution No. _____

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

**RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH ELLAS ENVIRONMENTAL SERVICES,
LLC FOR ENVIRONMENTAL INVESTIGATION/SERVICES FOR THE REAL
PROPERTY LOCATED AT 1150 FARM ROAD**

WHEREAS, the Town of Secaucus owns the property located at 1150 Farm Road, Secaucus, New Jersey, ("The Property") which the Town plans to develop into a park to serve the community and beautify the area; and

WHEREAS, the Town needs to perform an environmental assessment consisting of soil sampling and other testing as more completely outlined in the attached proposal at The Property; and

WHEREAS, pursuant to **Resolution** _____, Ellas Environmental, P.O. Box 1105, Secaucus, New Jersey was named as the Environmental Consultant for the Town of Secaucus; and

WHEREAS, with the Town's Environmental Consultant, Ellas Environmental, will be performing some or all of the environmental services/investigation as set forth in the attached proposal dated April 17, 2018, in an amount not to exceed \$57,135.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Administrator or his designee is authorized to accept and sign on behalf of the Town of Secaucus, the proposal and agreement dated April 17, 2018, for environmental investigation/services for the property located at 1150 Farm Road with Ellas Environmental, in an amount not to exceed \$57,135.00.

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

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds are available in the 2018 budget; and

BE IT FURTHER RESOLVED, that the Town Administrator or his designee is hereby authorized to take any action or execute any agreements, contracts and other documents related to the environmental investigation/services with Ellas Environmental necessary to effectuate the purpose and intent 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 a resolution approved by the Mayor and Council on May 22, 2018.

 Town Clerk Mayor

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

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:

01-1610
 Amount \$ 57,183.42 Date 5/18/18

Nicholas Goldsack
 Signed : Nicholas Goldsack



Committed to Providing Sound Environmental Solutions

April 17, 2018

The Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094
Attn: Mayor Michael Gonnelli

**RE: Proposal for Professional Environmental Services
Site Investigation -Former Laminations by Estelle, Inc. Site
1150 Farm Road, Secaucus, NJ 07094
PI# 695735
Our File No.: 0909-11-02**

Dear Mayor Gonnelli:

ELLAS ENVIRONMENTAL is pleased to provide you with this proposal to perform environmental services for the above referenced site. It is our understanding that the Town obtained the site for the purpose of redevelopment. The site has a history of industrial uses and environmental discharges that were not previously addressed. Historic environmental reports for the site include a Preliminary Assessment Report (PAR), prepared by Birdsall dated 2012, and a Preliminary Assessment/Site Investigation/Remedial Investigation/Remedial Action Report (PA/SI/RI/RAR) prepared and submitted to the New Jersey Department of Environmental Protection (NJDEP) by Atlantic Environmental Solutions Inc. (AESI), dated 2015. ELLAS ENVIRONMENTAL performed a review of these reports, information available on NJDEP's Data Miner and performed a site inspection. Based on our review, we offer the following information:

1. The Site operated as a leather goods laminating company between 1950 and 2010.
2. The building was demolished in 2013; Demolition debris is still present onsite.
3. The Site has a Remedial Action Regulatory Timeframe: 12/31/2019.
4. Twenty-five (25) Areas of Concern (AOCs) were identified in the 2012 PAR. Only ten (10) were described as investigated for the presence of contamination in the PA/SI/RI/RAR submitted by AESI. Ten (10) of the AOCs in their report were not adequately investigated.

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

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Committed to Providing Sound Environmental Solutions

5. Groundwater was not properly investigated at the site. A single groundwater sample was collected and was not analyzed for the required parameters. AESI's report indicated no groundwater was encountered in any of the soil borings advanced across the Site. Moreover, polychlorinated biphenyls (PCBs) were detected in the soil at the Site above the Impact to Groundwater Soil Screening Levels (IGWSSLs), but a proper groundwater investigation was not conducted.
6. Soil contamination has not been properly characterized (e.g. only two [2] soil borings advanced for numerous spill areas). Also, soil samples were collected from inappropriate depths (e.g. six [6] feet below grade for a surface spill) and/or were not analyzed for the appropriate parameters.
7. Contaminated Historic Fill material is present at the Site. A "cap" of approximately four (4) inches of crushed stone was placed across the Site. This stone is not an acceptable cap. Also, based on a recent site inspection, Ellas Environmental observed the settling of the crushed stone, exposing the contaminated soil beneath.
8. An Ecological Evaluation was not performed, despite the property being located adjacent to a natural resource and mapped wetlands.
9. A Remedial Action Permit for Soil exists for the Site. This RAP-Soil must be transferred to the current owner, the Town, and modified to reflect any changes in property owner and current/proposed engineering controls.
10. A Classification Exception Area (CEA) for historic fill impacted groundwater was established and is being maintained by the NDJEP.

ELLAS ENVIRONMENTAL concurs with the findings documented in the PAR by Birdsall. The PA/SI/RI/RAR prepared by AESI does not address several areas of concern present at the Site. The previous investigations performed by AESI have not determined the impacts, limits or magnitude of the known discharges and is therefore unsatisfactory and should not be relied upon.

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

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Committed to Providing Sound Environmental Solutions

A total of 25 AOCs were identified at the Site in the 2012 PAR. Based on our review of the available information, of these 25 AOCs, 23 require further investigation. In order to perform a proper investigation of the Site and address previous discharges or identify the potential presence of contamination associated with previous Site operations and use, we recommend the following scope of work:

1. Submit a Licensed Site Remediation Professional (LSRP) Retention form to the NJDEP. At all times, an LSRP is required to be retained for this case until the remedial actions are no longer needed to protect the public health and safety and the environment.
2. Prepare and submit a NJDEP Remedial Action Permit-Soil (RAP-Soil) Transfer of Ownership Form to reflect Town's ownership of Site.
3. Conduct monitoring, maintenance and evaluation for compliance and effectiveness of the remedial action and it's associated institutional control, per the Deed Notice for the Site. This currently includes yearly inspections of the previously installed cap. The first Biennial Certification & Monitoring Reporting Form and report will be prepared and submitted to the NJDEP by February 17, 2019, as per the schedule set forth in the RAP.
4. Perform a Geophysical Subsurface Investigation using Ground Penetrating Radar (GPR) across the Site to identify any abandoned subsurface utilities, unknown underground storage tanks (USTs), and previously decommissioned UST locations.
5. Perform test pits at various locations at the Site in order to collect soil samples. A total of thirty-five (35) soil samples are proposed to be collected to address the various AOCs associated with the Site. Per the requirements of NJAC 7:26E, the soil samples will be analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 2 and *contingency* Target Compound List/Total Analyte List plus a forward library search.

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

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Committed to Providing Sound Environmental Solutions

6. Install four (4) Temporary Well Points for groundwater sample collection using direct push borings. The temporary wells will be purged, sampled, and analyzed for Volatile Organic Compounds (VOCs) and PCBs.
7. Prepare an updated Receptor Evaluation Reporting form.
8. Perform an Ecological Evaluation per the Technical Requirements based on the findings of the investigation.
9. Prepare a Site Investigation Report detailing the findings of the investigation. A separate proposal will be prepared for the Town regarding any AOCs that may require further investigation.
10. Perform the necessary project management associated with the goals of the case.

We propose to perform the aforementioned tasks for the following estimated costs:

1. NJDEP LSRP Retention Form	\$500.00
2. NJDEP RAP-Soil Transfer of Ownership Form	
a. NJDEP Fee	\$1,295.00
b. Form Preparation	\$500.00
3. Geophysical Investigation (1 day)	\$1,700.00
4. Biennial Certification Report	\$2,500.00
5. Test Pits (1 day)	
a. Excavator/Operator	\$2,500.00
b. Engineering Oversight	\$1,000.00
c. Chemical Testing Services: Soil	
i. EPH Category 2 (35 Samples)	\$3,500.00
ii. 2-Methylnaphthalene/Naphthalene (1 Sample)	\$125.00
iii. TCL/TAL+30	\$27,200.00
<i>(Total 34 samples/Contingency)</i>	
6. Temporary Well Point Installation	
a. Licensed Driller (1 Day) -4 well points	\$2,500
b. Engineering Oversight	\$1,000.00
c. Chemical Testing Services: Groundwater	\$840.00
i. Volatile Organic Compounds & PCBs- 4 Samples	
7. NJDEP Receptor Evaluation Report	\$1,500.00
8. NJDEP Ecological Evaluation Report	\$2,500.00
9. Site Investigation Report	\$5,000.00
10. Project Management	\$2,000.00

	Engineering Costs: \$16,500.00
	Subcontractor Services: \$38,365.00
	NJDEP Fees: \$1,295.00
	TOTAL: \$57,135.00

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

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Please note that sample collection and associated chemical analysis may vary based on field observations. Contingency analyses for TCL/TAL+30 will only be required when an exceedance of the EPH standard is detected in the sample. This may not apply to all samples. Please note that the above scope of work does not include remedial investigative activities or remedial action costs.

If you have any questions or concerns, please feel free to contact me at (201) 725-0591 or eballas@ellasenviro.com.

Very Truly Yours,

Eleanna Ballas

Eleanna Ballas
Principal, Environmental Specialist

cc: Gary M. Jeffas, Esq., Town Administrator

I authorize ELLAS ENVIRONMENTAL to perform the above described work for the fee listed herein.

Name/Title	Signature	Date
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Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

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RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Lisa Snedeker, Director, Senior and Social Services, the following person is hereby appoint to the vacant regular part time Counselor position in the EPOS Program, effective as of May 14, 2018 as follows:

Zachery Lee

\$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 May 22, 2018.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Environmental Coordinator the following person(s) is hereby appointed to the summer part time Intern (#1004) position effective as of May 9, 2018 as follows:

Ava Mroz

\$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 May 22, 2018.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Kevin Flaherty, Police Chief, that pending the successful completion of background checks and physical examinations the below person(s) are hereby newly appointed to the position of regular part time Relief School Crossing Guards in the Traffic Department (**#34000**) for the remainder of the school year 2018 as follows:

Marianna Guillaume
Mary Ann Flores
Babubhai Patel
Derrick Gonzalez
Catherine Matuscsak

\$20.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 22, 2018.

Town Clerk

Mayor

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

RESOLUTION: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Mike Pero, Superintendent of Recreation, the following persons are hereby appointed to the various summer seasonal part time positions below to the **Secaucus Swim Club** effective May 22, 2018, as follows:

<u>Maintenance</u>	<u>Hourly Rate</u>
Buckel, Arthur	\$10.00
Ferrara, Joseph	\$10.00
Liccardo, Robert	\$10.00
Mastropietro, John	\$10.00
Walter, Francis	\$10.00
Woeckener, John	\$10.00

<u>Lifeguards</u>	<u>Hourly Rate</u>
Aljallad, Ameer	\$10.00
Bedaiwi, Adballah	\$10.00
Black, Trinity	
Bowers, Emma	\$10.00
Buckwalter, Vanessa	\$10.00
Collins, Abigail	\$10.00
Daley, Megan	\$10.00
Di Mondo, Claudia	\$10.00
Dominguez, Gregory	\$10.00
Gomez, Justin	\$10.00
Grewe, Rob	\$10.00
Hassan, Najm Eldean	\$10.00
Iannaccone, Rylee	\$10.00
Ianuale, Alexandra	\$10.00
Khriss, Adam	\$10.00
Lee, Serena	\$10.00
Lin, Ming	\$10.00
Martinez, Sebastian	\$10.00
McFadden, Paige	\$10.00
Mollard, Riley	\$10.00
Moran, Ranni	\$10.00

Nicolich, Kayla \$10.00

Life Guards (continued)

Panameno, Emily \$10.00
Parikh, Saumya \$10.00
Perez, Erika \$10.00
Perez, Alyssa \$10.00
Pimentel, Gabriella \$10.00
Sarmiento, Jasmine \$10.00
Verdud, Danielle \$10.00
Scarano, Annabella

Head Life Guard

Hourly Rate

Nowak, Juliet \$12.00
Rodriguez, Gabe \$12.00
Visaggio, Amanda \$12.00

Custodians

Hourly Rate

Andriani, Noah \$8.75
Andrew, Raequan \$8.75
Brucaliere, Charles \$8.75
Dragone, Matthew \$8.75
Fernandez, Derek \$8.75
Fragliossi, James \$8.75
Kirvin, Andrew (AJ) \$8.75
Leon, Alex \$8.75
Moloughney, Ryan \$8.75
Nagpal, Sahil \$8.75
Toman, Matthew \$8.75

Clerical / Gate

Hourly Rate

Benitez, Julianna \$8.60
Caliguire, Francesca \$8.60
Campbell, Kayla \$8.60
Cetro, Justin \$8.60
Concepcion, Ariel \$8.60
Concepcion, Amber Jaid \$8.60
Dehnert, Amanda \$8.60
Dominguez, Omelly \$8.60
Ducusin, Kayla \$8.60
Ducusin, Nick \$8.60
Galang, Sabina \$8.60
Gohde, Jessica \$8.60
Gohde, Rebecca \$8.60
Guzman, Destiny \$8.60
Halawa, Demi \$8.60
Kelly, Caroline \$8.60
Peschetti, Gianna \$8.60

Clerical / Gate (continued)

Toman, Alyson \$8.60
Williams, Kirsten \$8.60

Assistant Managers

Hourly Rate

Carpenter, Chris \$12.00
Carricarte, Megan \$14.00
Flanagan, John \$12.00
Federer, John \$14.00
Tedeschi, Stephanie \$12.00

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 22, 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. _____

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

**RESOLUTION SUPPORTING THE AMERICAN CANCER SOCIETY'S GOAL
OF 80% IN 2018 FOR COLORECTAL CANCER SCREENING**

WHEREAS, the Town of Secaucus values the health of all its citizens; and

WHEREAS, the Town of Secaucus supports awareness of diseases, such as colorectal cancer, which affects the lives of its citizens, as it is the second leading cause of cancer death; and

WHEREAS, The American Cancer Society recommends that adults, starting at age 50, be screened for colorectal cancer using one of several evidence-based tests and testing schedules; and

WHEREAS, 23 million Americans between the ages of 50 and 75, are not being regularly screened and more than 140,000 will be diagnosed with colorectal cancer this year. The National Colorectal Cancer Roundtable (NCCRT) is working toward the shared goal of screening 80% of adults by 2018; and

WHEREAS, the goal of the NCCRT, which is supported by this Council, to raise awareness for the citizens of the Town of Secaucus.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, do hereby proclaim that the Town of Secaucus is committed to delivering the message of the need for cancer screening to its citizens and supports the goal of 80% to be screened for colorectal cancer by 2018.

Adopted: May 22, 2018

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin Flaherty, Chief of the Police the following person(s) are hereby appointed to the position of Probationary Police Officer for the Police Department (#31002). These position are transfers filling vacancies and based on the collective bargaining agreement at step 4, with a base salary of \$52,490.00 per annum, plus any contractual stipends effective May 22, 2018:

- Mikhail Kowlessar
- Anthony Burgos

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 22, 2018.

Town Clerk

Mayor

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

RESOLUTION NO. _____

TOWN OF SECAUCUS

COUNTY OF HUDSON, STATE OF NEW JERSEY

**RESOLUTION AUTHORIZING A PROPRIETARY CONTRACT WITH
CAPTUREPOINT.COM FOR THE COMMUNITYPASS SOFTWARE MANAGEMENT
PROGRAM DEVELOPED FOR THE SECAUCUS SWIM COMPLEX**

WHEREAS, the Town of Secaucus Recreation Department has the need to utilize Capturepoint Software Services. Capturepoint developed the CommunityPass Online Registration and Payment Management Software for the Town of Secaucus Swim Complex; and

WHEREAS, N.J.S.A. 40A:11-5 (dd) exempts from Public Bidding, the "provision of good or services, for the support or maintenance of Proprietary computer hardware and software;" and

WHEREAS, the Secaucus Recreation Director wishes to continue the annual services of the CommunityPass subscription, gate check and training of the program designed for the Secaucus Swim Complex; and

WHEREAS, the Recreation Director has received **Invoice No. SCS14952-10**, in the amount of Eight Thousand Four Hundred Ninety-Five Dollars (\$8,495.00) for these services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, to authorize a proprietary contract to Capturepoint of 141 Dayton Street, Ridgewood, New Jersey 07450, for the CommunityPass subscription, gate check and training of the program designed for the Secaucus Swim Complex as dated in Invoice No. SCS14952-10 in the amount of Eight Thousand Four Hundred Ninety-Five Dollars (\$8,495.00).

BE IT FURTHER RESOLVED, that the quotation, any supplemental terms of the Town and this resolution shall constitute the requisite contract and costs in this matter and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED, that Capturepoint Software Services shall provide any and all updated compliance information requested by the Town of Secaucus' Office of Purchasing, which may include, but is not limited to, proof of continued insurance coverage; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds are available in the 2018 Municipal Budget; and

BE IT FURTHER RESOLVED, that the Mayor and/or Town Administrator is hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: May 22, 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:

40-2018-00-41512-079
Amount \$ 8,495.00 Date 5/18/18


Signed: Nicholas Goldsack

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent, Recreation the following regular part time Clerk is hereby to receive an increase in hourly rate and title change effective as of May 22, 2018 as follows:

Allyson Ianuale (Supervisor AM)

\$10.42 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 22, 2018.

Town Clerk Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Kevin Flaherty, Police Chief and the Police Committee, the listed officers are hereby appointed to the below ranks with a salary commensurate with the collective bargaining agreement effective May 22, 2018 as follows:

Lieutenant

- Scott Coar

Sergeant

- Christopher Rinaldi
- Christina Prospero

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on May 22, 2018.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
AWARD OF AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT FOR
INSURANCE COVERAGE TO McNEIL & COMPANY, INC.**

WHEREAS, the Town of Secaucus is a member of the Suburban Essex Joint Insurance Fund (SEJIF), and utilizes the services of a Risk Management Consultant licensed by the State of New Jersey Department of Insurance as the consultant to the Town in reviewing and securing appropriate insurance coverage; and

WHEREAS, the Town has received the attached quotation through the Risk Management Consultant for the provision of accident and health insurance for the Secaucus Volunteer Fire Department through McNeil & Company, Inc., 20 Church Street, Cortland, New York, dated January 31, 2018; and

WHEREAS, the purchase of insurance coverage is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5(1)(m) as an “extraordinary, unspecifiable service;” and

WHEREAS, the Qualified Purchasing Agent has provided a certification that the contract award complies with the Local Public Contracts Law governing “extraordinary, unspecifiable services.”

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, ratifying the renewal of accident and health insurance coverage for the Secaucus Volunteer Fire Department through McNeil & Company, Inc. pursuant to N.J.S.A. 40A:11-5(1)(m) as an “extraordinary, unspecifiable service” for the period of February 21, 2018 to December 31, 2018 in an amount of Eight Thousand Five Hundred and Thirty-four Dollars (\$8,534.00); and

BE IT FURTHER RESOLVED that the attached quote, Resolution and any supplemental terms presented by the Town of Secaucus or the SEJIF, shall constitute the requisite contract upon their execution in this matter and be kept on file with the Town Clerk, available for public inspection; and

BE IT FURTHER RESOLVED that McNeil & Company, Inc. shall provide any and all updated compliance information requested by the Town of Secaucus Office of Purchasing, which may include but is not limited to, proof of continued insurance coverage; and

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that funds are available in the 2018 Municipal Budget; and

BE IT FURTHER RESOLVED that the Town Clerk shall publish the above award in the official newspaper of the Town.

BE IT FURTHER RESOLVED that the Mayor and/or the Town Administrator or their designee are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: May 22, 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 May 22, 2018.

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

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:

01 - 2010 - 00 - 1172 - 001
 Amount \$ 8,534.00 Date 5/18/18
 Signed: Nicholas Goldsack



Invoice

Insured: Secaucus Volunteer Fire Department
1203 Paterson Plank Road
Secaucus, NJ 07094

Invoice #: 4588123
Installment #: Not Applicable
Invoice Date: 03/09/2018
Due Date: 4/8/2018

Bill To: Secaucus Volunteer Fire Department
1203 Paterson Plank Road
Secaucus, NJ 07094

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie, NY 13317
Ph: 1-800-822-3747

Line Code	Tran Code	Eff Date	Amount
A&H: Accident & Health	Renewal	2/21/2018	\$8,534.00
Invoice Total:			\$8,534.00

***** If payment has been sent, please disregard this invoice. *****
***** McNeil & Company does not accept credit cards at this time. *****

Please Detach and Return Bottom Portion with Payment

Invoice #: 4588123
Installment #: Not Applicable
Due Date: 4/8/2018

Amount Due: \$8,534.00

Amount Paid:

Remit To: McNeil & Company, Inc
P.O. Box 292
Canajoharie NY 13317

Insured: Secaucus Volunteer Fire Department
Re: 11VLF8086306



Arthur J. Gallagher & Co.

2/9/18
Fairview Insurance Agency Associates, Inc. / Secaucus
Volunteer Fire Department
Accident & Sickness
Policy Term: 2/21/18 - 1/1/19

Enclosed you will find the attached quote for your client and files. The coverage outlined below may not conform to the terms and conditions requested. You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described, and no assumption should be made as to the adequacy of coverage of the risk to the client.

You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer or their Agent.

At binding, you commit to any provisions contained herein such as Minimum Earned Premiums. There are no flat cancellations allowed.

Accident & Sickness Summary	
The coverage outlined above may not conform to the terms and conditions requested on the application.	
Quote Expiration Date:	2/21/18
Carrier Name:	Arch Insurance Company
Carrier Rating:	A+, XV
Carrier Admitted Status:	Admitted
Outline of Coverage:	See attached
Coverage Type:	Benefits
Quoted Renewal Premium:	\$8,534.00
AJG Commission	6.5%
Retail Agent Commission:	10%
Premium Payment Terms:	Direct bill, annual
Significant Renewal Restrictions:	N/A
Defense Costs:	N/A
Policy Form:	Benefits - Excess
Binding Requirements:	Written request
Definition of Claim(s):	Refer to classes of Eligible Persons, Schedule of Benefits and How Benefits are Paid
Notice of Claim:	All Claims are to be reported immediately to: McNeil & Company; telephone 800-622-3747
Significant Restrictions or Exclusions:	Refer to classes of Eligible Persons, Schedule of Benefits and How Benefits are Paid
Coverage Options:	Higher benefit limits may be available



Date: 2/9/2018

Accident and Health Insurance Proposal For:
Secaucus Volunteer Fire Department
1203 Paterson Plank Road
Secaucus, NJ 07094

Presented By: Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany, NJ 07981 Phone: (800) 526-1379 Fax: (973) 921-2876	Emergency Services Insurance Program Offered by McNeil & Company, Inc. P.O. Box 5670 20 Church Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: www.mcneilandcompany.com
Carrier: Arch Insurance Company A.M. Best Rating: A+ Superior	

This Proposal is valid for 90 days



GENERAL OVERVIEW

An Accident and Health Program should provide your organization with a feeling of financial security for your members. Our program provides benefits to address the many concerns your members will have should they get Injured or become Ill due to their participation covered activities.

Emergency Services Insurance Program has been a leader in innovative coverage for Emergency Service Organizations and our Accident and Health Program is no exception. Benefits are provided for Medical Expenses, Loss of Income, Line of Duty Death, Permanent Physical Impairment and many others. When reviewing the proposal with your agent please note the many unique benefits you can purchase to benefit your members.

In our continued effort to provide cutting edge benefits and services to Emergency Service Organizations, we now include Medical Evacuation & Repatriation and Repatriation benefits (*refer to page 24 for details*) and Cardiac Care and Critical Burn Patient Advocacy Services (*refer to page 9 for details*) as part of our Accident and Health Program.

CLASSES OF ELIGIBLE PERSONS

Coverage under the policy will apply to only those members that fall into the class or classes indicated below.

CLASS 1 VOLUNTEERS

Any officially designated member in good standing of the Policyholder, including 1) Volunteer members or volunteer members who receive nominal fees as retainers; 2) registered junior members; 3) any director, commissioner, trustee, board member, officer of the board, or holder of a similar position; 4) part time employees of the Policyholder with no more than 1,300 hours annually; and 5) any bystander deputized by an official of the Policyholder at the scene of an emergency to assist at the emergency, but only until the emergency ends. Eligibility does not include a paid employee of the Policyholder who works more than 1,300 hours annually for the Policyholder and who is acting within the scope of his or her employment.

CLASS 2 AUXILIARY

A member of the Policyholder's auxiliary organization by whatever name called and 1) any person while assisting the auxiliary organization if requested to do so by an officially designated member in good standing of the Policyholder or the Policyholder's auxiliary organization and 2) any person while assisting the Policyholder if requested to do so by an officially designated member in good standing of the Policyholder.

CLASS 3 CAREER PERSONNEL

A paid employee of the Policyholder who works more than 1,300 hours annually for the Policyholder and who is acting within the scope of his or her employment.



SCHEDULE OF BENEFITS

BENEFIT	AMOUNT OF INSURANCE	CLASSES OF ELIGIBLE PERSONS			
		1	2	3	
Family Expense Benefit - Injury or Illness	Maximum	\$25,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Education Benefit					
A. Dependent Child	Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Surviving Spouse or Domestic Partner	Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Other	Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Athletic and special Events Benefit - Injury Only					
A. Medical Expense	Maximum	\$1,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Total Disability	Weekly Benefit	\$200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Benefit					
A. HIV Lump Sum	Maximum	\$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. HIV Infection Protection	Maximum	\$3,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Assault Benefit - Injury Only	Maximum	\$25,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Day Care Expense Benefit - Injury or Illness (up to a maximum of 26 weeks)	Household Maximum (per Day)	\$30	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent Physical Impairment Education Benefit - Injury Only	35% of Permanent Physical Impairment Benefit - Maximum	20,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residence and Vehicle Adaptation Expense Benefit	Maximum	\$15,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continuation of Coverage Benefit - Injury Only	Per Month	\$500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Maximum	\$6,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidental Death and Dismemberment - Injury Only	Off Duty Coverage				
A. Loss of Life	Maximum	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Dismemberment Loss	Maximum	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Loss of Life - Military Duty	Maximum	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burial and Cremation Benefit	10% of Principal Sum - Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survivor Benefits					
A. Child	10% of Principal Sum - Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Spouse or Domestic Partner	10% of Principal Sum - Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Elder	10% of Principal Sum - Maximum	\$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transition Benefit	Maximum	\$300	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Maximum Number of Weeks	26	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Critical/Traumatic Incident Stress Management Team Benefit	Maximum	\$20,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



HOW BENEFITS ARE PAID

- If "Primary" we will pay covered medical expenses incurred by a Covered Person on a primary basis without regard to benefits that may be paid or payable under Workers' Compensation or any Other Valid and Collectible Insurance.
- If "Excess" we will not pay covered medical expenses incurred by a Covered Person that are paid or payable under Workers' Compensation or any Other Valid and Collectible Insurance.

SHORT TERM PREMIUM*: \$8,534

*INCLUDES NEW MEDICAL EVACUATION & REPATRIATION BENEFIT, REPATRIATION BENEFIT, AND CARDIAC CARE AND CRITICAL BURN PATIENT ADVOCACY SERVICES.

COVERED ACTIVITIES

All benefits of the policy are payable only if the member is participating in a Covered Activity, except as stated under the following:

- AD&D Benefit - Injury Only (24 Hour or Off-Duty Coverage)
- Cardiac Care & Critical Burn Advocacy Services
- Medical Evacuation & Repatriation
- Repatriation

Covered Activity means participation in, including travel directly to and from, any activity that is: (1) a normal duty of a Covered Person for the Policyholder; and (2) performed at the direction or with the knowledge of an officer of the Policyholder, or (3) at the scene of an emergency requiring immediate action not on behalf of the Policyholder. Such activity includes but is not limited to: (1) fire suppression or an emergency response; (2) rescue or emergency medical activity; (3) training exercise; (4) fund raising including athletic activities, however, covered athletic activities are limited to those performed for the sole purpose of fund-raising for the Policyholder; (5) a drill, parade, conference, convention, meeting, or dinner; or (6) a Firematic Event or Contest, or other competitive or non-competitive training school or program.

DESCRIPTION OF BENEFITS

Permanent Physical Impairment Benefit – Illness Only

If Illness of a Covered Person results in 5 years of total disability benefits, he or she will be eligible for a Permanent Physical Impairment Benefit up to the Principal Sum shown in the Schedule of Benefits.

The benefit is payable as follows:

- (1) If the Covered Person is unable to return to his or her Regular Occupation after 5 years of receiving Total Disability Benefits, 50% of the Principal Sum shown in the Schedule of Benefits is payable.
- (2) If the Covered Person is unable to return to any occupation after 5 years of receiving Total Disability Benefits, 75% of the Principal Sum shown in the Schedule of Benefits is payable.
- (3) If, after 5 years of receiving Total Disability Benefits, the Covered Person has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Principal Sum shown in the Schedule of Benefits is payable.

Weekly Disability Permanent Physical Impairment Benefit – Injury Only

If Injury to a Covered Person results in a Permanent Physical Impairment and it is determined that the Covered Person has a whole person Permanent Physical Impairment due to an Injury, we will pay up to the limit shown in the Schedule of Benefits. A whole person Permanent Physical Impairment due to an Injury means the percentage value of 50% or greater for purposes of the Weekly Disability Permanent Physical Impairment Benefit.

The Covered Person must elect to accept this benefit. The amount payable will be a percentage of the limit shown in the Schedule of Benefits multiplied by the percentage value of the Covered Person's Permanent Physical Impairment. The impairment rating used to determine the benefit is final upon initiation of the benefit payment. The benefit will be paid for the remainder of the Covered Person's lifetime.

Cosmetic Burn Disfigurement Benefit – Injury Only

If a Covered Person suffers from disfigurement due to a burn that is classified as a third or fourth degree burn as the result of an Injury, we will pay up to the limit shown in the Schedule of Benefits. The benefit payable is a percentage of the Principal Sum, not to exceed 100%. The percentage relates to the area of the body that was burned.

DESCRIPTION OF BENEFITS

Medical Expense Benefits – Illness Only

A) Medical Expense

If as a result of an Illness, caused by participation in a Covered Activity and beginning within 90 days of such Covered Activity, a Covered Person is required to receive medical treatment from a physician, be confined in a hospital, receive the services of a licensed nurse upon the recommendation of a physician, or receive home health care, we will pay the reasonable and customary expenses incurred up to the limit shown in the Schedule of Benefits.

B) Preventative Inoculations

We will pay reasonable and customary expenses incurred for preventative inoculations received within 60 days of the date a Covered Person's participation in a Covered Activity caused exposure to an Illness including any additional expenses due to an allergic reaction to any preventative inoculations administered to the Covered Person. The maximum amount we will pay is the limit shown in the Schedule of Benefits.

DESCRIPTION OF BENEFITS

Weekly Disability Benefit – Illness Only

A) Total Disability Benefit

If as a result of an illness, caused by participation in a Covered Activity, a Covered Person becomes totally disabled, we will pay benefits for such total disability for up to 5 years.

We will pay the weekly benefit shown in the Schedule of Benefits for total disability. After the first four weeks, the benefit paid will not exceed 100% of the Covered Person's average weekly wage. In no event however will we pay less than the minimum benefit shown in the Schedule of Benefits for total disability.

Total Disability Inflation Provision – After the first two years of total disability for which we have paid benefits, we will increase the benefits paid for that Total Disability by 3% (compounded annually) for each additional year the Covered Person continues to be eligible for total disability benefits.

B) Partial Disability Benefit

If as a result of an illness, caused by participation in a Covered Activity, or immediately following a period of total disability for which we have paid benefits under A. above, a Covered Person is partially disabled, we will pay benefits for such partial disability for up to one year.

We will pay the weekly benefit shown in the Schedule of Benefits for partial disability. If the partial disability is immediately following a period of total disability for which a benefit was paid under A. above, the benefit paid will not exceed 50% of the Covered Person's average weekly wage. After the first 4 weeks of partial disability, the benefit paid will not exceed 50% of the Covered Person's average weekly wage. In no event however will we pay less than the minimum benefit shown in the Schedule of Benefits for partial disability.

Disability Provisions

For any disability benefit of less than a week, we will pay one-seventh (1/7) of the weekly benefit for each full day of disability up to the applicable maximum.

If disability benefits are received under this policy and under workers' compensation or other valid and collectible insurance, benefits of this policy will be reduced so the Covered Person will receive no more than 100% of their average weekly wage for total disability or 50% of their average weekly wage for partial disability. This will not affect the minimum benefit amount outlined above for total disability or partial disability.



DESCRIPTION OF BENEFITS

B) Surviving Spouse or Domestic Partner Benefit

We will pay the annual tuition actually incurred at an institution of higher learning, excluding room and board, by the surviving spouse or domestic partner of the deceased Covered Person. This benefit is payable only if the surviving spouse or domestic partner enrolls in an institution of higher learning within 48 months of the date of the Covered Person's death.

We will pay up to the limit shown in the Schedule of Benefits for each year the surviving spouse or domestic partner is enrolled at such institution, for up to four consecutive years.

C) Other Benefit

If no person qualifies for the benefits described in A or B above, we will pay a benefit of \$5,000 to the Covered Person's primary beneficiary. If no beneficiary is named, this benefit will be paid to the Covered Person's estate.

Athletic and Special Events Benefit – Injury Only

If Injury to a Covered Person results from participation in or travel directly to or from athletic games contests or special events, we will pay the following benefits up to the limit shown in the Schedule of Benefits.

Athletic Games, Contests or Special Events - means any athletic game, contest or special event that: (1) the Policyholder has organized, sanctioned or approved of; and (2) is not part of a regularly scheduled activity of an organized league, nor sponsored by an organized league. However, Athletic Games, Contests or Special Events does not include football (tackle, touch or flag), ice hockey, field hockey, lacrosse, soccer, wrestling, rugby or boxing.

A) Medical Expense Benefit – Injury Only

If as a result of an Injury, a Covered Person is required to receive medical treatment from a physician, be confined in a hospital, receive the services of a licensed nurse upon the recommendation of a physician, or receive home health care, we will pay the reasonable and customary expenses up to the limit shown in the Schedule of Benefits.

We will not pay more than the maximum shown in the Schedule for any one Injury.

B) Total Disability Benefit – Injury Only

We will pay the weekly benefit as shown in the Schedule of Benefits if the Covered Person becomes totally disabled within 30 days after the date of Injury. For any total disability benefit paid for less than a week, we will pay one-seventh (1/7) of the weekly benefit for each full day the Covered Person is disabled. We will pay up to a maximum of 52 weeks for any one accident.

DESCRIPTION OF BENEFITS

Physical Assault Benefit - Injury Only

A) If Indemnity, Permanent Impairment, or Burn Disfigurement benefits are payable for Injury, we will pay an additional benefit equal to 25% of the total benefit paid for Indemnity, Permanent Impairment or Burn Disfigurement benefits, or the limit shown on the Schedule of Benefits, whichever is more, if such Injury is caused by physical assault committed by a person other than a Covered Person, while traveling to or from an emergency duty or while at the emergency duty.

B) If no benefit is payable for Injury under the above stated Benefits, but Disability benefits are payable for Injury, we will pay an additional lump sum benefit equal to the limit shown on the Schedule of Benefits if such Injury is caused by physical assault committed by a person other than a Covered Person.

Day Care Expense Benefit – Injury or Illness

If a Covered Person is totally disabled as a result of Injury or Illness and Medical Expense or Disability benefits are payable under the policy, and the day care expense is incurred solely as a result of the covered Injury or Illness, we will pay an additional benefit up to the limit in the Schedule of Benefits for day care expense necessarily incurred by the Covered Person during the period of total disability.

If the Covered Person is not eligible for the benefits described above because no day care expense is incurred, we will pay a benefit of \$500 to the Covered Person.

Permanent Physical Impairment Education Benefit – Injury Only

If Injury to a Covered Person results in permanent physical impairment, we will pay a permanent physical impairment education benefit, up to the limit shown in the Schedule of Benefits, only if the Covered Person:

- (1) is totally disabled or partially disabled as a result of such Injury; and
- (2) has participated in an approved physical rehabilitation program, if his or her physical condition so warrants, and has reached their maximum medical improvement; and
- (3) we pay a Permanent Physical Impairment benefit.

We will provide this benefit upon a written agreement between the Covered Person and us for the program of education for retraining in an institution of higher learning. Coverage will include charges for tuition and books as specified in the written agreement. Tuition must be incurred for the purpose of learning a new skill or trade and with the reasonable expectation that the Covered Person may find gainful employment as a result.

DESCRIPTION OF BENEFITS

Accidental Death and Dismemberment Benefit – Injury Only

Off Duty Coverage

A) Loss of Life

If Injury to a Covered Person results in loss of their life, we will pay the limit shown in the Schedule of Benefits.

B) Dismemberment Loss

If Injury to a Covered Person results in a dismemberment loss listed in Indemnity Benefits, we will pay a benefit for such loss under this Part. We will pay up to the limit shown in the Schedule of Benefits.

C) Loss of Life – Military Duty

If Injury to a Covered Person results in loss of their life while serving in the military, armed forces or units auxiliary thereto, we will pay the limit shown in the Schedule of Benefits.

This benefit will not be paid if a benefit is paid under Indemnity benefits.

Burial and Cremation Benefit

We will pay up to the limit shown in the Schedule of Benefits for burial or cremation of the Covered Person who dies due to an Injury or Illness resulting directly from participation in a Covered Activity.

Survivor Benefits

A) Child

We will pay the limit shown in the Schedule of Benefits, if the Covered Person's death results directly from participation in a Covered Activity and he or she is survived by a covered dependent child. The benefit will be paid to each surviving covered dependent child. If there is no surviving covered dependent child at the time of the Covered Person's death, a default benefit will be paid to the Covered Person's beneficiary.

B) Spouse or Domestic Partner

We will pay up to the limit shown in the Schedule of Benefits if the Covered Person's death results directly from participation in a Covered Activity and he or she is survived by a surviving spouse or domestic partner.

DESCRIPTION OF BENEFITS

Medical Evacuation and Repatriation Benefit

If authorized by us in advance, we will pay covered expenses incurred, up to the maximum shown in the schedule, when a Covered Person suffers a Covered Loss that occurs 100 miles or more from the Covered Person's primary residence. Covered expenses include:

- (1) charges for ambulance services required to transport the Covered Person to the nearest appropriate treatment facility;
- (2) charges for medical services required to send the Covered Person to the nearest appropriate treatment facility;
- (3) reimbursement of economy class transportation charges for return of the Covered Person from the treatment facility to home, incurred within 1 year from the date he or she was first scheduled to return from the trip;
- (4) charges for necessary travel expenses of an escort; such travel expenses are limited to food; hotel room; and economy class transportation charges; and
- (5) the charges incurred that are medically necessary and do not exceed the usual and customary charges for similar treatment, services, or supplies in the locality where the expense is incurred.

Repatriation Benefit

If authorized by us in advance, we will pay covered expenses incurred, up to the maximum shown in the schedule, for the return of a Covered Person's remains if the death occurs 100 miles or more from the Covered Person's primary residence. Covered expenses include:

- (1) embalming;
- (2) cremation;
- (3) coffin or urn;
- (4) transportation of the remains; and
- (5) charges for necessary travel expenses of an escort; such travel expenses are limited to food; hotel room; and economy class transportation charges.



DESCRIPTION OF BENEFITS

Organized Team Sports Benefit

We will pay the benefits described below if a Covered Person suffers a Sports Injury:

(1) Accidental Death, Dismemberment or Loss of Sight

If Sports Injury to a Covered Person results in loss of their life, we will pay the Principal Sum shown in the Schedule of Benefits. If Sports Injury to a Covered Person results in any one of the other losses listed below, we will pay a percentage of the Principal Sum shown in the Schedule of Benefits for that loss as listed below:

<u>For "Loss" of:</u>	<u>% of Principal Sum</u>
One Arm	75%
One Leg	75%
One Hand	50%
One Foot	50%
Entire Sight of One Eye	50%

(2) Medical Expense Benefit

If, as the result of a Sports Injury, and beginning within 90 days of the date the Sports Injury occurred, a Covered Person is required to receive medical treatment from a physician, be confined in a hospital, receive the services of a licensed nurse upon the recommendation of a physician, or receive home health care, we will pay the reasonable and customary expenses incurred up to the limit shown in the Schedule of Benefits.

We will not pay for any expenses incurred more than 1 year after the date that the Sports Injury occurred. We will only pay for those expenses that are in excess of the medical expense deductible shown in the Schedule of Benefits.

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 OF 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 June 1, 2018 and end on or about June 12, 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) 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.
- f) The Town of Secaucus reserves the right to accept or reject any bid submitted.

g) 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: May 22, 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 May 22, 2018.

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

TOWN OF SECAUCUS

SCHEDULE A: SURPLUS PROPERTY

<u>Description</u>	<u>Quantity</u>	<u>Details</u>	<u>Min. Price</u>
Bakers Pride Range/Oven	1		\$ 250.00
8 Ft. Stainless Steel Three Compartment Sink	1		\$ 100.00
Stainless Steel Single Sink	1		\$ 30.00
Stainless Steel Table	1		\$ 25.00
Elliptical Machines	8	Octane Fitness Model # Pro 3700	\$ 200.00
Treadmills	5	True Model # TCS600 and TCS550	\$ 200.00

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Town Administrator the following person(s) is hereby appointed to the seasonal part time Intern Clerk in the Fire Prevention Department (#32001) position May 22, 2018 as follows:

Colleen Burns

\$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 May 22, 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 NO _____

**A RESOLUTION TO AUTHORIZE AN INCREASE TO THE PROFESSIONAL SERVICES
CONTRACT FOR ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL**

WHEREAS, THE TOWN OF SECAUCUS utilizes the Professional Services of Alcoholic Beverage Control Board Counsel on an annual basis; and

WHEREAS, the Resolution 2018-76 dated February 27, 2018 awarded a contract to David Heintjes, Esq. for the above captioned services; and

WHEREAS, the Resolution awarded to David Heintjes, Esq. for these services had been awarded in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00); and

WHEREAS, the contract amount will be insufficient for the remainder of 2018 due to the volume of work; and

WHEREAS, the Financial Director determined that an increase is necessary for the 2018 contract awarded to David Heintjes, Esq..

THEREFORE, BE IT RESOLVED, the amount of contract will be increased by Twenty-Five Thousand Dollars (\$25,000.00) for a new total of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) for the year of 2018; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Secaucus to award a contract increase for the professional service of Alcoholic Beverage Control Board Counsel to David Heintjes, Esq. in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

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:

01 - 2018 - 00 - 11012 - 069

Amount \$ 25,000

Date 5/18/18

Signed: Nicholas Goldsack