

**Town of Secaucus**  
**CONSENT AGENDA – 3/26/19**

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 awarding a contract for the HVAC System at 145 Front Street to Pow-R-Sav, in an amount not to exceed \$45,750.00
- 2) A resolution on behalf of the Town of Secaucus to award the contract for renovation for the new Municipal Parking Lot at 1212 Paterson Plank Road, Secaucus, to 4 Clean-Up, Inc., in an amount not to exceed \$149,440.60
- 3) Resolution authorizing cancellation of property taxes due to subdivision at Block 79, Lot 1
- 4) A resolution on behalf of the Town of Secaucus authorizing the award of a Non-Fair and Open Contract to Matera Garden and Nursery Center, in an amount not to exceed \$80,000.00
- 5) Department of Environmental Protection, Green Acres Enabling Resolution
- 6) Resolution appointing Sydney Ianuale as a Replacement for the Regular Part-Time Café position in the Recreation Center, effective March 27, 2019, at the hourly rate of \$8.85
- 7) Resolution of support from Local Governing Body authorizing the Sustainable Jersey Grant Application, Town of Secaucus
- 8) Resolution appointing Frank Formisano to the Replacement Full-Time Laborer/Driver Position, at the annual rate of \$35,000.00, start date to be determined
- 9) Resolution appointing Eileen Lennon to the Full-Time position of Administrative Assistant in the Social and Senior Services Department, effective March 27, 2019, at the annual salary of \$35,000.00
- 10) A resolution on behalf of the Town of Secaucus authorizing the award of contract for the provision of a Concessionaire/Secaucus Swim Club Concession
- 11) A resolution of the Town of Secaucus authorizing the sale of surplus property no longer needed for public use on an online auction website [www.govdeals.com](http://www.govdeals.com)
- 12) A resolution on behalf of the Town of Secaucus authorizing the execution of agreements for the 2019 Green Festival

**TOWN OF SECAUCUS**  
**MAYOR AND COUNCIL MEETING - MARCH 26, 2019**  
**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. 2019-7:** An ordinance amending Chapter 7 of the Code of the Town of Secaucus entitled "Court" to specify current statutory references and current Public Defender Application Fee for the Secaucus Municipal Court

**Ordinance No. 2019-8:** An ordinance granting renewal of Municipal Consent to Comcast to construct, connect, operate and maintain a Cable Television and Communications System in the Town of Secaucus, New Jersey

**ORDINANCES FOR INTRODUCTION**

**Ordinance No. 2019-9:** An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of a handicapped parking spot on Farm Road and the elimination of a handicapped parking spot on Franklin Street)

**Ordinance No. 2019-10:** An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to update street sweeper locations

**RESOLUTIONS (CONSENT AGENDA)**

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

## PAYMENT OF CLAIMS

### BINGO/RAFFLE APPLICATIONS

- 1) Application for an On-Premise 50/50 to be held on June 23, 2019, sponsored by Immaculate Conception Church
- 2) Application to amend Raffle License R1547, sponsored by the Secaucus Emergency Fund - License is to be canceled, as the event in which the license was to be held is canceled
- 3) Application to amend Raffle License R1548, sponsored by the Secaucus Emergency Fund - License is to be canceled, as the event in which the license was to be held is canceled

### COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by USSSA NJ to use Mill Ridge Softball Fields F1, F2 and F3 on all weeknights from April 1 to August 30 for Adult Slow-Pitch Softball Recreation Leagues, Men's and Women's, from 6pm to 11pm
- 2) Request by USSSA NJ to use Mill Ridge Softball Fields F2 and F3 on all Sundays, besides holidays weeknights from April 7 to July 28 for Adult Slow-Pitch Softball Recreation Leagues, Men's and Women's, from 12pm to 3pm
- 3) Request by USSSA NJ to use the Humboldt Street Recreation Center from Monday to Thursday from March 18 to June 1 for an Adult Basketball League, Men's and Women's, from 8pm to 10pm
- 4) Request by Sporting Elite Football Club to use Shetik Field and Kane Stadium for soccer practices and games
- 5) Request by Double A Sports to use the Upper Mill Ridge Ballfield on April 7 and July 28 from 9am to 12:30 pm for softball games
- 6) Request by the New Jersey Softball Cricket Tournament to use Kane Stadium on Sundays from April 14 to September 29 for Cricket games
- 7) Acceptance of transfer of Firefighter Frank Prezioso to Engine 2/Rescue 1

## COMMITTEE REPORTS

## UNFINISHED BUSINESS

## NEW BUSINESS

## REMARKS OF CITIZENS

## ADJOURNMENT

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

**ORDINANCE NO. 2019-7**

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED "COURT" TO SPECIFY CURRENT STATUTORY  
REFERENCES AND CURRENT PUBLIC DEFENDER APPLICATION FEE  
FOR THE SECAUCUS MUNICIPAL COURT**

**WHEREAS**, the New Jersey Legislature through N.J.S.A. 2B:24-1 et seq. has found that Municipal Public Defenders are critical components of the court system for the administration of justice and for effective, fair and equal representation of those who demonstrate need; and

**WHEREAS**, the Town's governing body has supported and continues to support the Public Defender Program in the Secaucus Municipal Court with one appointed Public Defender and named Alternate Public Defenders in the interest of justice and fairness; and

**WHEREAS**, based upon review of the Court Administrator and Town Attorney, updates to Town Ordinance Chapter 7 entitled "Court" are being undertaken, including to specify Public Defender duties and application fees under governing statutes for the Secaucus Municipal Court.

**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 7 entitled "Court." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~strikethroughs~~):

§ 7-4. Judge: appointment; term of office.

The Mayor and Council of the Town of Secaucus shall appoint a Judge to said Court **in accordance with N.J.S.A. 2B:12-1 et seq.**, who shall have such qualifications as provided by ~~N.J.R.S. 2A:8-1 et seq.~~, **N.J.S.A. 2B:12-7** and who shall serve for a term of three (3) years from the date of ~~his~~ **their** appointment and until ~~his~~ **their** successor is appointed and qualifies.

2. The following shall be added as under the current Chapter 7 entitled "Court." of the Code of the Town of Secaucus. Chapter 7 shall be, and is hereby amended and supplemented with the following: (additions are indicated in **bold**):

**§ 7-7 Municipal Public Defender; duties**

**The Mayor and Council of the Town of Secaucus shall appoint a Municipal Public Defender to the Secaucus Municipal Court in accordance with N.J.S.A. 2B:12-1 *et seq.* The Municipal Public Defender shall have, possess and exercise all the functions, powers, duties and jurisdiction conferred by the provisions of such or by any other act of the legislature and to be conducted in such manner as provided by such statute and any rules promulgated by the Supreme Court of the State of New Jersey for the conduct of Municipal Courts.**

**§ 7-8 Municipal Public Defender; application.**

**A person applying for representation by the Secaucus Municipal Court Public Defender shall file an application with the Secaucus Municipal Court on a form provided by the Court. Pursuant to N.J.S.A. 2B:24-17, an applicant shall pay an application fee not to exceed Two Hundred Dollars (\$200.00). In accordance with guidelines promulgated by the Supreme Court, the Secaucus Municipal Court may waive the required application fee, in whole or in part, if the Court determines, in its discretion, upon a clear and convincing showing by the applicant, that the application fee represents an unreasonable burden on the person seeking representation. The Secaucus Municipal Court may permit a person to pay the application fee over a period not to exceed four months.**

3. There are no other changes to this Chapter of the Code of the Town of Secaucus.
4. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
5. 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.
6. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 7 of the Code of the Town of Secaucus shall remain in full force and effect.



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

**ORDINANCE NO. 2019-8**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWN OF SECAUCUS, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF SECAUCUS, AS FOLLOWS:**

**SECTION 1. PURPOSE OF THE ORDINANCE**

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

**SECTION 2. DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Town" or "Municipality" is the Town of Secaucus, County of Hudson, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of New Jersey II, LLC
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

**SECTION 3. STATEMENT OF FINDINGS**

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

**SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 10 years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

**SECTION 5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount required by the Act or otherwise allowable by law, whichever is greater.

**SECTION 6. FRANCHISE TERRITORY**

The consent granted under this Ordinance to the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

**SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

Comcast will comply with all lawful rules and regulations governing the operation of its cable television system and cable communications system within the (name of municipality). If any referenced regulations are deemed unlawful by a court of competent jurisdiction or superseded by a duly enacted State or federal statute or regulation, Comcast will not be bound by such regulation, nor will the company be bound by any provision of the Municipal Consent Ordinance or Renewal Certificate of Approval with regard to same. Comcast reserves the right to seek administrative or judicial review of the validity of any statute, regulation or ordinance.

**SECTION 8. CONSTRUCTION REQUIREMENTS**

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work and in accordance with any applicable municipal authority.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables. The Company agrees that it shall, at the sole cost and expense of the Company, properly dispose of all trees, branches or trimmings removed in accordance with this paragraph.

## **SECTION 9. CUSTOMER SERVICE**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

## **SECTION 10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designed as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

## **SECTION 11. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

**SECTION 12. PERFORMANCE BONDS**

During the life of the franchise, the Company shall give to the municipality a bond in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

**SECTION 13. SUBSCRIBER RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

**SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

- a. The Company shall continue to provide residents with a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall continue to provide two dedicated local access channels maintained by the Company for the purpose of cablecasting non-commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.
- e. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

**SECTION 15. COMMITMENTS BY THE COMPANY**

- a. The Company shall provide standard installation and basic cable television service on one (1) outlets at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets except for equipment.
- b. The Company shall provide free basic Internet service, via high speed cable modem, to one (1) non-networked personal computer in each school and public library and to such school and libraries that may be constructed in the future. All facilities must be located with 200 feet of active cable distribution plant.
- c. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to Secaucus Town Hall, 1203 Paterson Plank Road; Secaucus DPW, 370 Secaucus Road; Secaucus Senior Center/Social Services, 101 Centre Avenue; Secaucus Recreation Center; 1200 Koelle Boulevard; Secaucus Teen/Tot Center, 145 Front Street; Coast Guard Auxillary/Fire Boat, 5 Meadowlands Parkway; Secaucus Police Department, 1203 Paterson Plank Road; Office of Emergency Management Services, 1377 Paterson Plank Road; Secaucus Public Library, 1379 Paterson Plank Road; Washington Hook & Ladder Fire Company, 272 Country & Lincoln Avenue; Engine Company #1 Fire Company, 150 Plaza Centre Road; Hose Company #2 Fire Company, 746 7<sup>th</sup> Street; Hose Company #1/Engine 2, Rescue, Marine Rescue, Squad 1, 1561 Paterson Plank Road; Engine Company #3 Fire Company, 146 Centre. Provided each facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets except for equipment.
- d. Within one-year of request from the Town, the Company shall build an additional access channel return line at no cost to the Town and at a location of the Town's choosing provided the return is located with 200 feet of existing and active cable plant.
- e. Within six (6) months of the issuance of a Renewal Certificate of Approval by the Board, the Company shall provide to the town a one-time access related technology grant in the amount of \$60,000.

**SECTION 16. EMERGENCY USES**

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

**SECTION 17. LIABILITY INSURANCE**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

**SECTION 18. INCORPORATION OF THE APPLICATION**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

**SECTION 19. COMPETITIVE EQUITY**

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

**SECTION 20. SEPARABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 21. THIRD PARTY BENEFICIARIES**

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

**SECTION 22. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

I, Michael Marra, Town Clerk of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced & passed on first reading on 2-26-19 and finally adopted by the Mayor and Council on 3-26-19

Town Clerk Marra

*Introduction 2-26-19*

Motion	Yes	No	Abstain	Absent
Motion <u>KE</u>				
Second: <u>WM</u>				
Councilman Costantino	<input checked="" type="checkbox"/>			
Councilman McKeever	<input checked="" type="checkbox"/>			
Councilman Ciancy	<input checked="" type="checkbox"/>			
Councilman Dehoert	<input checked="" type="checkbox"/>			
Councilman Gerbasio	<input checked="" type="checkbox"/>			
Councilwoman Tringali	<input checked="" type="checkbox"/>			
Mayor Gonnelli	<input checked="" type="checkbox"/>			

*Adoption 3-26-19*

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

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

**ORDINANCE NO. 2019-9**

**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 adding the following location:

<b><u>NAME OF STREET</u></b>	<b><u>SIDE</u></b>	<b><u>LOCATION</u></b>
Farm Road	West	On the west side of Farm Road, beginning at a point 688 feet north of the North west corner of Paterson Plank Road and Farm Road continuing north for a distance of 18 feet in front of 1117 Farm Road

That the parking space designated for 1117 Farm Road adopted by Ordinance is to be personalized for Placard No. P2046701.

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

**BE IT FURTHER 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 location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Franklin Street	South	On the south side of Franklin Street, beginning at a point 379 feet east of the southeast corner of Franklin Street and Paterson Plank Road continuing east for a distance of 22 feet in front of 199 Franklin 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.



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

**ORDINANCE NO. 2019-10**

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED “VEHICLES AND TRAFFIC” TO UPDATE STREET  
SWEEPER LOCATIONS**

**WHEREAS**, the Town enacted §127-1 et seq. to assist in alleviating dangerous situations and also to address parking locations and prohibitions to accommodate town services as needed; and

**WHEREAS**, upon the recommendation of the Secaucus Police Department Traffic Division and the Town’s Department of Public Works, the Mayor and Council have determined that updates and revisions to locations contained in §127-38B for street cleaning services are needed to reflect the Town’s current street sweeper schedule and areas of service.

**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. The following changes shall be made to “§127-38B Schedule XVIII: Parking Prohibited During Certain Hours for Street Sweeping Program” of the Code of the Town of Secaucus and additions of locations shall be deemed prohibited areas for parking under § 127-8A. Chapter 127 be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 127-38B. Schedule XVIII: Parking Prohibited During Certain Hours for Street Sweeping Program

In accordance with the provisions of § 127-8A, no person shall park a vehicle between the hours specified on any of the following streets or parts of streets, except on public holidays and except when such roadways are snow covered or when the temperature, as announced by the National Weather Service, is thirty-two degrees Fahrenheit (32°F) or less one (1) hour before the designated no parking hours:

Name of Street	Side	Hours	Location
...			
Cedar Lane	West	12:00 p.m. to 2:00 p.m. Thursdays	Entire length
...			

First Street	East	8:00 a.m. to 10:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
First Street	West	8:00 a.m. to 10:00 a.m. Tuesdays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
Fourth Street	East	9:00 a.m. to 11:00 a.m. Tuesdays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
...			
Fifth Street	West	12:00 p.m. to 2:00 p.m. Tuesdays	Centre Avenue to <del>Route No. 153</del> <b>Flanagan Way</b>
...			
Franklin Street	<b>North and South</b>	Thursdays 1:00 p.m. to 3:00 p.m.	<del>From</del> Paterson Plank Road to Garry Terrace
...			
Front Street	South	<del>8:30 a.m. to 9:00 a.m.</del> Mondays through Saturdays	<del>Golden Avenue to First Street</del>
...			
Gillis Place	West	12:00 p.m. to 2:00 p.m. Tuesdays	<del>Huber Street to Franklin Street</del> <b>Entire length</b>
Gillis Place	West	<del>12:00 p.m. to 2:00 p.m.</del> Tuesdays	Franklin Street to Blondel Drive
...			

Golden Avenue	East	8:00 a.m. to 10:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
Golden Avenue	East	12:00 p.m. to 2:00 p.m. Tuesdays	Centre Avenue to <del>Golden Avenue</del> <b>in a southerly direction to the dead end</b>
...			
Golden Avenue	West	8:00 a.m. to 10:00 a.m. Tuesdays	<del>Centre Avenue to Route 153</del> <b>Front Street to Centre Avenue</b>
...			
Hudson Avenue	East	9:00 a.m. to 11:00 a.m. Tuesdays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
Hudson Avenue	East	10:00 a.m. to 12:00 a.m. <del>a.m.</del> <b>p.m.</b> Tuesdays	Centre Avenue to Mansfield Avenue
Hudson Avenue	West	9:00 a.m. to 11:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
Hudson Avenue	West	10:00 a.m. to 12:00 noon <del>noon</del> <b>p.m.</b> Mondays	Centre Avenue to Mansfield Avenue
...			
Humboldt Street	East	10:00 a.m. to 12:00 noon <del>noon</del> <b>p.m.</b> Thursdays	Centre Avenue to Raydol Avenue
...			

Humboldt Street	West	10:00 a.m. to 12:00 noon p.m. Wednesdays	Centre Avenue to Raydol Avenue
...			
Irving Place	West	8:00 a.m. to 10:00 a.m. Tuesdays	<del>Centre Avenue to Paterson Plank Road</del> <b>Paterson Plank Road to Centre Avenue</b>
Irving Place	East	10:00 a.m. to 12:00 noon p.m. Thursdays	<del>Centre Avenue southerly to its termination south</del> <b>in a southerly direction to the dead end</b>
Irving Place	West	10:00 a.m. to 12:00 noon p.m. Wednesdays	<del>Centre Avenue southerly to its termination</del> <b>in a southerly direction to the dead end</b>
...			
John Street	East	10:00 a.m. to 12:00 noon p.m. Thursdays	<del>Centre Avenue southerly to its termination south</del> <b>in a southerly direction to the dead end</b>
John Street	West	10:00 a.m. to 12:00 noon p.m. Wednesdays	<del>Centre Avenue southerly to its termination</del> <b>in a southerly direction to the dead end</b>
...			
Minnie Place	East	8:00 a.m. to 10:00 a.m. Tuesdays	<del>Centre Avenue to Route 153</del> <b>Flanagan Way</b>
Minnie Place	East	12:00 p.m. to 2:00 p.m. Mondays	<del>South of Centre Avenue dead end</del> <b>in a southerly direction to the dead end</b>

Minnie Place	West	8:00 a.m. to 10:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> <b>Flanagan Way</b>
Minnie Place	West	12:00 p.m. to 2:00 p.m. Tuesdays	South of Centre Avenue to <del>dead end</del> <b>in a southerly direction to the dead end</b>
Minnie Place South	East	12:00 p.m. to 2:00 p.m. Mondays	Entire length
Minnie Place West South	West East and West	9:00 a.m. to 11:00 a.m. Thursdays  10:00 a.m. to 2:00 p.m. Thursdays	Entire length
...			
Moeller Street	West	9:00 a.m. to 11:00 a.m. Thursdays	<del>Charles Street to Weigands Lane</del> <b>Entire length</b>
Moeller Street	West	9:00 a.m. to 11:00 a.m. Thursdays	Louis Street to Charles Street
Moeller Street	West	9:00 a.m. to 11:00 a.m. Thursdays	Weigands Lane to Lincoln Avenue
Mutillod Lane	East	9:00 a.m. to 11:00 a.m. Thursdays	Entire length
Mutillod Lane	East and West	9:00 a.m. to 11:00 a.m. Fridays	Entire length
...			

Paterson Plank Road	West and South	9:00 a.m. to 11:00 a.m. Fridays	Entire length
Paterson Plank Road	South	8:00 a.m. to 9:00 a.m. Wednesdays	Between Irving and Post Place
Paterson Plank Road	North	8:00 a.m. to 9:00 a.m. Tuesdays	Between Roosevelt and Wilson Avenue
Paterson Plank Road	North and East	9:00 a.m. to 11:00 a.m. Thursdays	Windsor Drive to Roosevelt Avenue and Flanagan Way to Trolley Park
Paterson Plank Road	South and West	9:00 a.m. to 11:00 a.m. Fridays	Windsor Drive to Post Place and Trolley Park to Flanagan Way
Paterson Plank Road	North	8:00 a.m. to 10:00 a.m. Wednesdays	Roosevelt Avenue to Wilson Avenue
Paterson Plank Road	South	8:00 a.m. to 10:00 a.m. Thursdays	Irving Place to Post Place
...			
Plaza Island Area	West North and South	8:00 a.m. to 10:00 a.m. Tuesdays and Thursdays 7:00 a.m. to 10:00 a.m. Mondays to Fridays	Centre Avenue to Route 153 Flanagan Way
Plaza Island	South	8:00 a.m. to 8:30 a.m. Monday through Fridays	Entire length

...			
Post Place	East	10:00 a.m. to 12:00. <del>noon</del> p.m. Thursdays	Centre Avenue southerly to its termination- <b>in a southerly direction to the dead end</b>
Post Place	West	10:00 a.m. to 12:00 <del>noon</del> p.m. Wednesdays	Centre Avenue southerly to its termination- <b>in a southerly direction to the dead end</b>
...			
Route 153 Flanagan Way	North	9:00 a.m. to 12:00 <del>noon</del> p.m. Thursdays	Entire length
Route 153 Flanagan Way	South	10:00 a.m. to 12:00 <del>noon</del> p.m. Fridays	From Hudson Avenue to Minnie Place
...			
Schopmann Drive	East	12:00 a.m. to 2:00 p.m. Wednesdays	<b>Entire length</b>
Schopmann Drive	West	12:00 p.m. to 2:00 p.m. Thursdays	<b>Entire length</b>
...			
Second Street	East	9:00 a.m. to 11:00 a.m. Tuesdays	Centre Avenue to <del>Route 153</del> Flanagan Way
...			

Second Street	West	9:00 a.m. to 11:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> Flanagan Way
...			
Seventh Street	East	9:00 a.m. to 11:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> Flanagan Way
Seventh Street	East	10:00 a.m. to 12:00 <del>noon</del> p.m. Tuesdays	Centre Avenue to the southerly termination in a southerly direction to the dead end
Seventh Street	West	10:00 a.m. to 12:00 <del>noon</del> p.m. Mondays	Centre Avenue to the southerly termination in a southerly direction to the dead end
...			
Sixth Street	East	10:00 a.m. to 12:00 <del>noon</del> p.m. Tuesdays	Centre Avenue to the southerly termination in a southerly direction to the dead end
Sixth Street	West	10:00 a.m. to 12:00 <del>noon</del> p.m. Mondays	Centre Avenue to the southerly termination in a southerly direction to the dead end
Sixth Street	West	9:00 a.m. to 11:00 a.m. Mondays	Centre Avenue to Route 153 Flanagan Way
...			
Third Avenue	North	1:00 p.m. to 3:00 p.m. Wednesdays	Roosevelt Avenue to the easterly termination in a southerly direction to the dead end
...			

Third Street	East	9:00 a.m. to 11:00 a.m. Mondays	Centre Avenue to <del>Route 153</del> to Flanagan Way
...			
Third Street	West	9:00 a.m. to 11:00 a.m. Tuesdays	Centre Avenue to <del>Route 153</del> to Flanagan Way

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

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 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 \_\_\_\_\_, 2019 and finally adopted by the Mayor and Council on \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
 Mayor

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

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

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AWARDED  
A CONTRACT FOR THE HVAC SYSTEM AT 145 FRONT STREET**

**WHEREAS**, the Mayor and Town Council advertised for and received nine (9) bids for the HVAC system at 145 Front Street, Secaucus, New Jersey; and

**WHEREAS**, the bids submitted were as follows:

	<u>VENDOR</u>	<u>AMOUNT</u>
1.	F&G Mechanical, 348 New County Road, Secaucus, New Jersey 07094	\$ 57,900.00
2.	Envirocon, LLC, 490 Schooley's Mountain Road, Hackettstown, New Jersey 07840	\$ 107,900.00
3.	First Goal Heating and Cooling, 30 Huff Street, Wharton, New Jersey 07885	\$ 45,000.00
4.	WHL Enterprises, Inc. t/a Bill Leary A/C & HTG, 6 Green Street, Metuchen, New Jersey 08840	\$ 114,000.00
5.	Ranco Mechanical, LLC, 2 Melba Drive, Newton, New Jersey 07860	\$ 66,700.00
6.	Steve Wajda, LLC, 139 Schraalenburgh Road, Haworth, New Jersey 07641	\$ 122,500.00
7.	EACM Corp., 1070 Ocean Avenue, Sea Bright, New Jersey 07760	\$ 116,000.00
8.	AMCO Enterprises, Inc., 600 Swenson Drive, Kenilworth, New Jersey 07033	\$ 131,000.00
9.	Pow-R-Sav, 15 Somerset Place, Clifton, New Jersey 07012	\$ 45,750.00

**WHEREAS**, the Town Administrator and the Town Attorney have determined that the bid of Pow-R-Sav is the lowest responsible bid, as it complies fully with the bid specifications and thereby, represents the most responsible bidders at the lowest price; and

**WHEREAS**, the technical lowest bidder violated the bid's express prohibition of unbalanced bidding, as well as its overall bid contained arithmetic errors and thereby, was rejected.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that the contract for the HVAC system at 145 Front Street, Secaucus, New Jersey be awarded to Pow-R-Sav in the amount of Forty-five Thousand Seven Hundred Fifty Dollars (\$ 45,750.00); and

**BE IT FURTHER RESOLVED**, that the Mayor and Town Clerk shall be authorized to execute a contract for such services with Pow-R-Sav.

Adopted: March 12, 2019

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 March 12, 2019.

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

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
TO AWARD THE CONTRACT FOR RENOVATION FOR THE NEW MUNICIPAL PARKING  
LOT AT 1212 PATERSON PLANK ROAD, SECAUCUS TO 4 CLEAN-UP, INC.**

**WHEREAS**, the Town of Secaucus has determined the need for Renovations for the New Municipal Parking Lot at 1212 Paterson Plank Road, Secaucus; and

**WHEREAS**, A Fair and Open Solicitation Process for Renovations For the New Municipal Parking Lot at 1212 Paterson Plank Road, Secaucus was held pursuant to N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the Town duly advertised for bids on February 28, 2019; and

**WHEREAS**, on March 14, 2019, the following four (4) bids were received for Renovation for the New Municipal Parking Lot at 1212 Paterson Plank Road, Secaucus:

<u>VENDOR</u>	<u>AMOUNT</u>
1) 4 Clean-Up, Inc. P.O. box 5098, North Bergen, NJ 07047	\$ 149,440.60
2) Diamond Construction 35 Beaverson Blvd., Suite 12C Brick, NJ 08723	\$ 173,931.00
3) Adamo Brothers Construction 1033 Alexander Avenue, Ridgefield, NJ 07657	\$ 179,424.00
4) Paving Materials & Contracting, LLC 150 River Road, Suite H4, Montville, NJ 07045	\$ 179,178.00

**WHEREAS**, it has been determined that 4 Clean-Up, Inc., P.O. Box 5098, North Bergen, NJ 07047, is the lowest responsive and responsible bidder; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line items 10-2150-55-70607-012 and 10-2150-55-70605-010.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the contract Renovations for the New Municipal Parking Lot at 1212 Paterson Plank Road, Secaucus to 4 Clean-Up, Inc. in an amount not to exceed One Hundred Forty-Nine Thousand Four Hundred Forty Dollars and 60/100 (\$149,440.60) in accordance with the specifications utilized in connection with the bidding.

**BE IT FURTHER RESOLVED**, that 4 Clean-Up, Inc. shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

**BE IT FURTHER RESOLVED**, that the Mayor, Town Administrator or their designee are hereby authorized to execute any documents regarding the awarding of this contract; and

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

Adopted: March 26, 2019



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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR MATERA  
GARDEN AND NURSERY CENTER**

**WHEREAS**, the Town of Secaucus, Department of Public Works has a continuing need to acquire various nursery and garden supplies, as well as power equipment and parts for the proper maintenance of such, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Matera Garden and Nursery Center at 514 Broad Avenue Ridgefield, New Jersey 07657 was awarded a one (1) year contract on March 13, 2018, and the Town of Secaucus wishes to continue to utilize their specialized services; and

**WHEREAS**, the term of this contract is one (1) year; and

**WHEREAS**, Matera Garden and Nursery Center will submit a Pay to Play disclosure form which certifies that Matera Garden and Nursery Center has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year and that the contract will prohibit Matera Garden and Nursery Center from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measures of the State of New Jersey under N.J.S.A. 19:44a-20.27.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the award a Non-Fair and Open contract for Matera Garden and Nursery Center, for nursery and garden goods and services as described herein, for a one (1) year term, for an annual amount not to exceed Eighty Thousand Dollars (\$80,000.00); and

**BE IT FURTHER RESOLVED**, that Matera Garden and Nursery Center shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

**BE IT FURTHER RESOLVED**, that the Finance Director certifies that funds are available for these services under line item 01-2010-00-31502-036; and

**BE IT FURTHER RESOLVED**, that the Mayor, Town Administrator or their designee are hereby authorized to execute any documents regarding the awarding of the contract; and

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

Adopted: March 26, 2019

RESOLUTION NO. \_\_\_\_\_

TOWN OF SECAUCUS  
COUNTY OF HUDSON, STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Town of Secaucus desires to further the public interest by obtaining funding in the amount of \$325,000.00, in the form of a \$325,000.00 matching grant from the State to fund the following project(s): Town of Secaucus Duck Pond Revitalization Project at a cost of \$650,000.00

NOW, THEREFORE, the Town Council of the Town of Secaucus resolves that Gary Jeffas or the successor to the office of Town Administrator is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above-named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above-named project.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE *Town Council of the Town of Secaucus*:

1. That the Town Administrator of the above-named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as the Town of Secaucus Duck Pond Revitalization Project;
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$325,000.00;
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

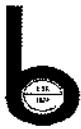
CERTIFICATION

I, Michael Marra, Town Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Town Council of the Town of Secaucus at a meeting held on the 26<sup>th</sup> day of March, 2019.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
*Michael Marra, Town Clerk*

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

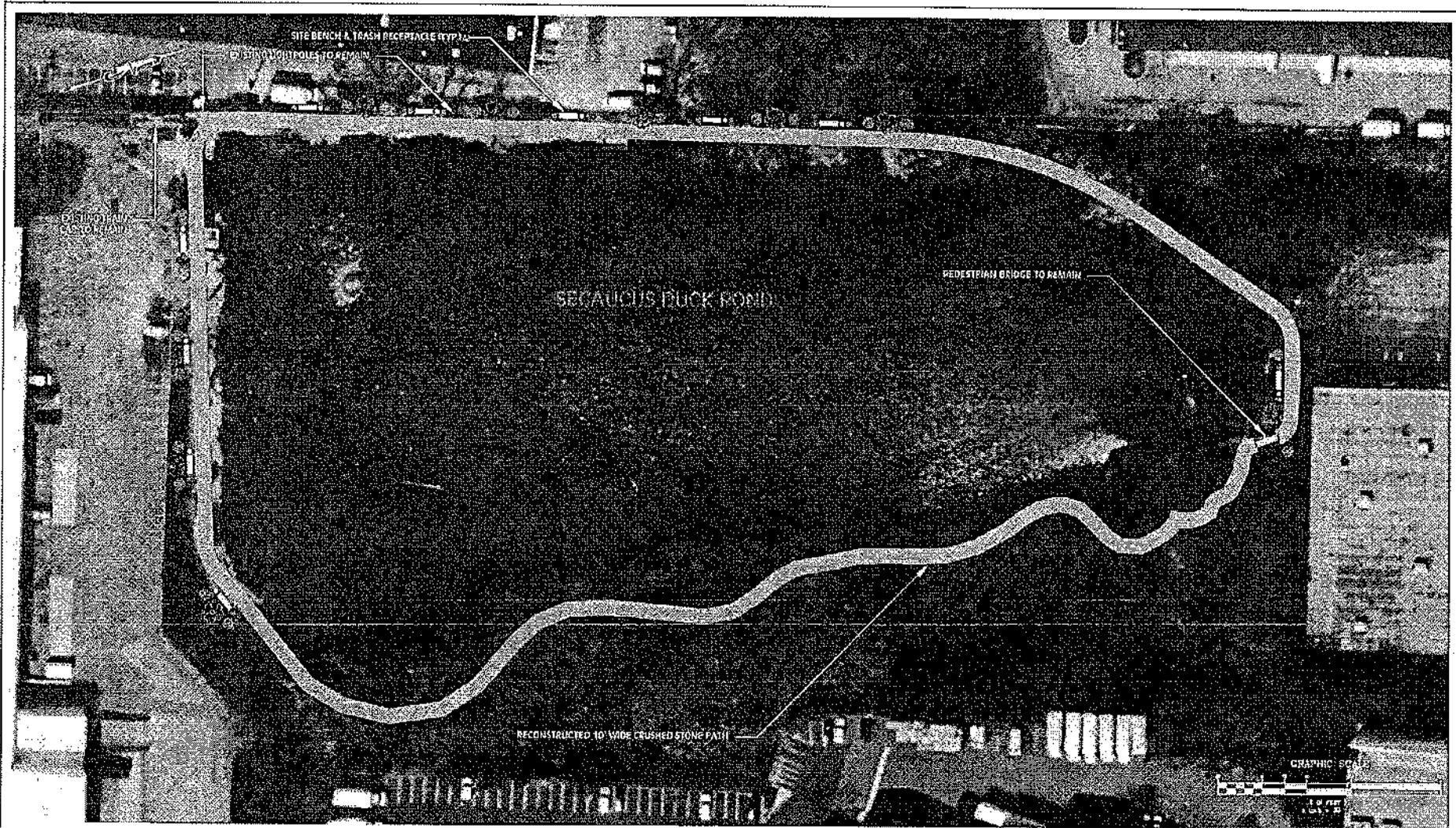


**BOSWELL ENGINEERING**  
**330 PHILLIPS AVENUE, SOUTH HACKENSACK, NJ 07606**  
**P. 201-641-0770 | F. 201-641-1831**  
**PRELIMINARY ENGINEER'S ESTIMATE**

Project: Secaucus Duck Pond Revitalization & Preservation Project  
 Address: 65 Metro Way  
 Location: Town of Secaucus, County of Hudson, New Jersey

Prepared By: JJM  
 Job No. SEC-133  
 Date: 3/18/2019

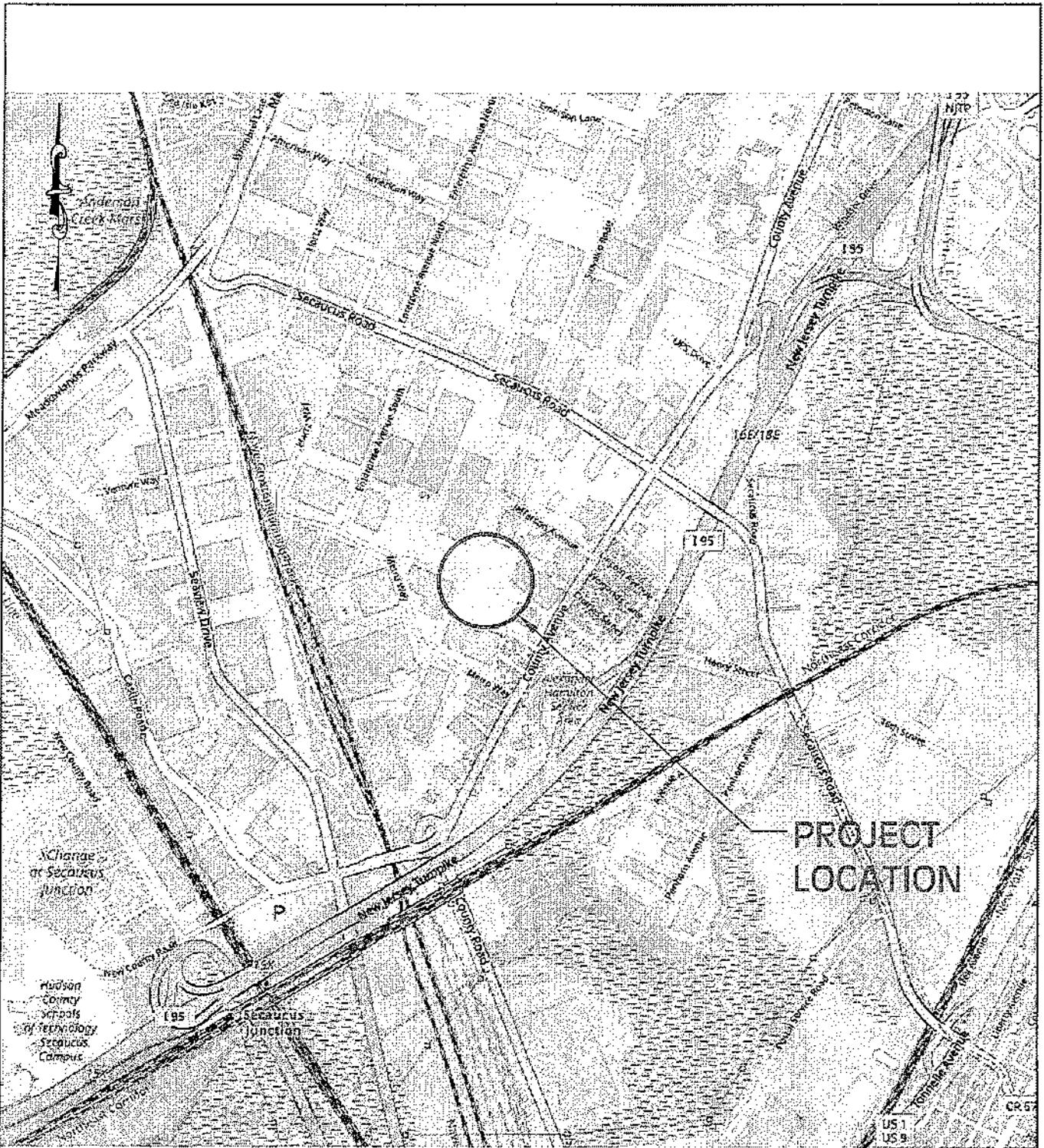
Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
1	Clearing Site	L.S.	1	\$ 25,000.00	\$ 25,000.00
2	Soil Erosion & Sediment Control Measures	L.S.	1	\$ 20,000.00	\$ 20,000.00
3	Excavation, Unclassified	C.Y.	500	\$ 50.00	\$ 25,000.00
4	Riprap Stone Slope Protection, 24" Thick (d50=12")	S.Y.	350	\$ 150.00	\$ 52,500.00
5	Crushed Stone Path	S.Y.	2,500	\$ 80.00	\$ 200,000.00
6	Site Bench	Unit	10	\$ 3,500.00	\$ 35,000.00
7	Trash Receptacle	Unit	10	\$ 2,500.00	\$ 25,000.00
8	Selective Thinning	S.Y.	1,750	\$ 15.00	\$ 26,250.00
9	Topsoiling, 4" Thick	S.Y.	1,000	\$ 8.00	\$ 8,000.00
10	Fertilizing and Seeding, Type A-3	S.Y.	1,000	\$ 2.00	\$ 2,000.00
11	Straw Mulching	S.Y.	1,000	\$ 2.00	\$ 2,000.00
12	Landscaping	L.S.	1	\$ 25,000.00	\$ 25,000.00
Construction Subtotal					\$ 445,750.00
15% Contingency					\$ 66,862.50
Construction Total					\$ 512,612.50
SAY					\$ 520,000.00
Survey & Engineering Design					\$ 52,000.00
Construction Management					\$ 78,000.00
<b>Project Total:</b>					<b>\$ 650,000.00</b>



NO.	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	DATE


**BOSWELL ENGINEERING**  
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
 330 PHILIPS AVENUE SOUTH HACKENSACK, N.J. 07606  
 TEL: (201) 841-0770 • FAX: (201) 841-1031  
 N.J. LICENSE OF AUTHORITY NO. 28547938000

SEGAUCUS BUCK POND REHABILITATION & PRESERVATION PROJECT  
 BLOCK 27, LOT 2.02  
**CONCEPTUAL PLAN**  
 TOWN OF SEGAUCUS  
 HUDSON COUNTY NEW JERSEY  
 DESIGNED BY: [ ] CHECKED BY: [ ]  
 DRAWN BY: [ ] DATE: [ ]  
 JOB NO. SEC-133-CP PAGE 1 OF 1



[MAP COURTESY OF OPEN STREET MAPS, 2019]



**BOSWELL ENGINEERING**

ENGINEERS — SURVEYORS — PLANNERS — SCIENTISTS  
 330 PHILLIPS AVENUE, SOUTH HACKENSACK, N.J. 07606  
 TEL: (201) 641-0770 • FAX: (201) 641-1831  
 N.J. CERTIFICATE OF AUTHORIZATION NO. 24CA27959000

SECAUCUS DUCK POND REVITALIZATION & PRESERVATION PROJECT  
 BLOCK 27, LOT 2.02

LOCATION MAP  
 TOWN OF SECAUCUS

HUDSON COUNTY

NEW JERSEY

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

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation Department that the below person is hereby appointed to as the replacement for the regular part time Café position in the Recreation Center Department (#85000) effective as follows:

Ianuale, Sydney (start 3/27/19)

\$8.85 / 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 March 26, 2019.

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 Kevin O'Connor, Superintendent Public Works Department (**#50000**) the following person is hereby appointed to the replacement full time Laborer/Driver position effective as follows:

Formisano, Frank (start date TBD)                      \$35,000.00 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on March 26, 2019.

\_\_\_\_\_  
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 Lisa Snedeker, Director, Social & Senior Services the following person is hereby appointed to the full-time position of Administrative Assistant (**#74000**) effective as follows:

Lennon, Eileen (start date 3/27/19)

\$35,000.00 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on March 26, 2019.

---

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 CONTRACT FOR THE PROVISION OF A  
CONCESSIONAIRE/SECAUCUS SWIM CLUB CONCESSION**

WHEREAS, the Town of Secaucus has a continued need for a contract for the concession services at the Secaucus Swim Club; and

WHEREAS, the services of a Concessionaire Vendor need not be bid, and permits a governing body to solicit proposals and award based upon the most advantageous price and other factors considered, pursuant to N.J.A.C. 5:34-9.4 (g); and

WHEREAS, the Town of Secaucus advertised and requested proposals from authorized vendors to provide concessions services for the Secaucus Swim Club on February 19, 2019; and

WHEREAS, on March 19, 2019 one (1) proposal was received from DMD Concessions of 45 N. Fullerton Avenue, Suite 104, Montclair, New Jersey 07042; and

WHEREAS, the Town's Administrator and Legal Counsel have reviewed the proposal and provided a recommendation to the Mayor and Council as to the most advantageous proposal to the Town, financial benefit and other factors considered.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the contract for Concessionaire/Swim Club Concession Stand to DMD Concessions for a one (1) year term, with two (2) one (1) year options to renew; and

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

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator or their designee are hereby authorized to execute any documents regarding the awarding of the contract with DMD Concessions for the contract for Concessionaire/Swim Club Concession Stand as described herein; and

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

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

Adopted: March 26, 2019

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

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

\_\_\_\_\_  
Mayor

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 WWW.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 April 15, 2019 and end on or about April 22, 2019, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

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

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

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

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

Adopted: March 26, 2019

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 March 26, 2019.

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

\_\_\_\_\_  
Mayor

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

**TOWN OF SECAUCUS**

**SCHEDULE A: SURPLUS PROPERTY**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Details</u></b>	<b><u>Min. Price</u></b>
2001 Dodge Truck	1	VIN # 3B6MF36591M551048	\$ 500.00
Circ-air Hose Dryer	1	Model # L976988	\$ 400.00
2010 Chevrolet Cobalt White 4 Door	1	VIN # 1G1AB5F56A7245983	\$ 400.00
2004 Dodge 4 Door	1	VIN # 1D4HB48N44F237620	\$ 400.00

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING THE EXECUTION OF AGREEMENTS  
FOR THE 2019 GREEN FESTIVAL**

**WHEREAS**, the Town of Secaucus will be hosting its annual “Green Festival” (hereinafter “Event”) on Saturday, May 4, 2019 from 11:00 a.m. to 4:00 p.m. at Secaucus Xchange; and

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

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

**BE IT FURTHER RESOLVED**, that the Secaucus Environmental Coordinator is also expressly authorized to enter and sign on behalf of the Town of Secaucus an agreement to host an electric vehicle driving experience during the Event in conjunction with Plug In America; and

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

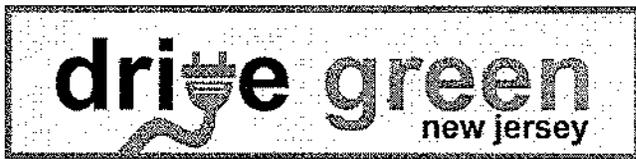
I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of the resolution approved by the Mayor and Council on \_\_\_\_\_.

March 26, 2019

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

\_\_\_\_\_  
Mayor

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



**EV Ride & Drive  
HOST PARTICIPATION AGREEMENT**

The following outline summarizes the agreement between Plug In America and HOST for hosting a Drive Green NJ Plug-in Electric Vehicle Ride & Drive event at the on the Host campus.

**1. Information Table**

Company Name:

Company Contact:

Event Name: Drive Green NJ Ride & Drive

Event Date:

Event Timing:

Event Location:

*This address will be provided to participating vendors.*

**2. Event Summary**

Drive Green NJ has been invited by host to bring the newest electric vehicles to their campus/community to allow employees/residents to explore this exciting new technology and test drive vehicles of their choosing. The half-day event will include tables hosted by car manufacturers, other manufacturers (e.g., motorcycles & bikes), and other companies, utilities or government agencies that relate to or work to promote alternative fuel transportation with product and other information. The event will be advertised through outreach conducted by the event host to their employees/residents and will include vehicle exhibit space and a predetermined test drive course.

**3. Host will provide:**

Facilities

- A dedicated external space (most likely a portion of a parking lot or a park) for the fair.
  - The space will allow for up to \_\_\_ 10x10 product/table tents.
  - The space will allow for up to \_\_\_ vehicles to be parked for static displays (including room to walk around the vehicles).
  - The space will allow for easy access for up to 10 vehicles running sequential test drives.
  - Space for vendors to unload large trucks carrying cars and tents related to the event.

- o Test drive route that will support 5-10 minute vehicle rides. Plug In America can work with you to find a suitable route.
- o Day-of parking map and instructions (including badging, if needed) for Plug In America and vendors provided one week before event date.

**Materials & Food**

- Please note if host has the ability provide the following:
  - o Lunch for exhibitor and participant staff: Yes No
  - o Water for exhibitor and participant staff: Yes No
  - o Host a Food Truck Yes No
  - o Chairs for OEM and participant staff: Yes No
  - o Tables for registration booth: Yes No
  - o Give-away item to test drivers Yes No
  - o Safety Cones Yes No

**Communications**

- Publication of the event through existing channels including the possibility of:
  - o Two internal e-mails circulated to its employees/residents beginning two weeks before the event.
  - o Event listed in newsletters, calendars and other communications materials
- Time for employees to visit the fair, consistent with their normal workflow and corporate policies. We estimate that employees will spend up to an estimated 30 minutes at the fair.
- Day-of contact for Plug In America. Plug In America will serve as contact for participating vendors.

**On-site Support**

- Event staff support for organizing the space and managing its staff access to the event

**4. Plug In America will provide:**

- Event planning–liaison with the host event team and participating vendors to ensure adequate participation and that all liability considerations are addressed.
- Recruitment and management of vendors that fit the expectations of the event host in number and nature. Please note: Participating vendors are not subcontractors of Plug In America.
- Advance communications planning support if desired, providing content and strategy for internal advance publicity
- On-site event management and coordination of volunteers and team.
- Day-of liability and waiver management

**5. Participating Vendors (dealerships, etc.) will provide:**

- Tent for the event
- Table to show product information
- Product information
- Event staff (at least one) for their product table
- Vehicles for test drives
- Insurance covering test drives
- Staff to support test drives (at least one staff person per test drive vehicle)
- Food/beverage for participating staff

**6. Insurance:**

All participants (Plug In America and participating vendors) will provide the following Insurance:

- Auto Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage
- Commercial General Liability insurance on an occurrence basis for bodily injury, death, "broad form" property damage and personal injury, with coverage limits of not less than \$1,000,000 per occurrence
- All supplied insurance certificates must name Host as an additionally insured

**7. Waiver:**

**DRIVER CONSENT AGREEMENT & WAIVER:**

Please provide a signed copy of this waiver for each, individual driver.

Notice – While riding in or operating vehicles:

- Follow all instructions and directions of staff, manufacturers and their agents;
- Stay on the set course while riding in or driving vehicles;

I understand and accept risks, dangers and hazards presented by my participation in this Test Drive event. I am participating in these activities freely and voluntarily, and assume all risk of harm and injury to myself, and others, as well as to the property of others, which may result from my participation in these activities.

I (NAME OF DRIVER) \_\_\_\_\_ agree to indemnify, defend and hold harmless HOST, Plug In America, REACH Strategies, State of New Jersey, all employees and agents, vehicle manufacturers, vehicle dealerships and providers, owners, lessees or lessors, and their employees, officers, directors, affiliates, members, shareholders, and agents (collectively, "the Indemnified Parties") from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and reasonable attorney fees, arising from my participation in the Test Drive; provided, however, that I shall not have any obligation to

CONFIDENTIAL/NOT FOR DISTRIBUTION

Event Participation Agreement

Content Intended Solely Host Listed

*We drive electric; you can, too!*