

Town of Secaucus
CONSENT AGENDA – 8/24/21

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

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

- 1) Resolution reappointing Lonnie Friedman, David Smentkowski, Roderick Aninipot and Jerome Mercado III to the Regular Part-Time Positions of Special Law Enforcement Officer III for the 2021/2022 school year in the Secaucus Police Department, effective September 2, 2021, each at the hourly rate of \$36.00
- 2) Resolution of the Town Council of the Town of Secaucus, in the County of Hudson, New Jersey, covenanting to comply with the provisions of the Internal Revenue Code of 1986, as amended, applicable to the exclusion from gross income for Federal Income Tax purposes of interest on obligations issued by the Town of Secaucus and authorizing the Mayor, Town Clerk, Chief Financial Officer and other Town officials to take such action as they may deem necessary or advisable to affect such compliance
- 3) Resolution authorizing tax reductions granted by the Hudson County Board of Taxation for three (3) Secaucus properties
- 4) An amendment to a resolution authorizing the settlement of the tax appeals regarding Lot 4.05, Block 227 as set forth on the official tax maps of the Town of Secaucus owned by Walmart #1-3520
- 5) A resolution on behalf of the Town of Secaucus authorizing electronic tax sales
- 6) A resolution on behalf of the Town of Secaucus authorizing electronic tax sales by NJ Tax Lien Investors/realauction.com
- 7) A resolution on behalf of the Town of Secaucus authorizing the award of a non-fair and open contract for the provision of snacks for the Secaucus After-Care Program for the 2021-2022 school year to Natoli's Catering
- 8) A resolution on behalf of the Town of Secaucus authorizing the award of a contract for surveillance system support for the pedestrian walkways and Buchmuller Park to SHI International Corp. through the New Jersey Cooperative Alliance
- 9) Resolution appointing Seasonal Part-Time Counselors to the Summer Day Camp Program
- 10) A resolution on behalf of the Town of Secaucus renewing policies for employee motor vehicle record checks
- 11) Resolution reappointing Karen R. Boylan to a three (3) year term beginning September 1, 2021, as the Municipal Court Judge for the Town of Secaucus
- 12) Resolution appointing Katrina Gay to the Front Desk (5am to 9am shift) Regular Part-Time Clerical Position at the Recreation Center, effective August 30, 2021, at the hourly rate of \$12.00

- 13) A resolution on behalf of the Town of Secaucus regarding authorization to advertise and receive bids for the FY' 2021 NJDOT LFIF Enterprise Avenue Improvements
- 14) A resolution on behalf of the Town of Secaucus authorizing the Secaucus Volunteer Fire Department to transfer ownership of surplus property, non-compliant safety gear
- 15) Resolution appointing Mary Vanoni to the Regular Part-Time Clerical Position in the absence of an employee on medical leave at the Social Services Department, effective August 25, 2021, at the hourly rate of \$12.00
- 16) Resolution appointing Devon Postel as a Laborer/Driver and Bryan Camacho as a Laborer in the Secaucus Public Works Department, pending the completion of a background check and physical including drug screening, each effective August 25, 2021, each at the annual salary of \$35,000.00
- 17) Resolution appointing Adrianna Quario to the Replacement Regular Part-Time Animal Assistant Position in the Animal Shelter, effective August 25, 2021, at the hourly rate of \$12.00
- 18) A resolution to authorize the purchase of a vehicle for the Secaucus Police Department from Beyer Ford through the Educational Services Commission of New Jersey
- 19) Resolution appointing and reappointing Regular Part-Time Counselors for the 2021/2022 school year at the Before and After Care Programs
- 20) Resolution reappointing Regular Part-Time Crossing Guards for the 2021/2022 school year
- 21) Resolution appointing Joseph Lombardo as a Regular Part-Time Supervisor at the Teen Center Department in addition to his Counselor Position at the EPOS Department, retro to August 2, 2021, at an hourly rate of \$15.00 (Teen Center) and \$12.00 (2nd Rate EPOS) and appointing Karan Changlani and Jillian Cerny to the Regular Part-Time Counselor Position at the Teen Center, each at the hourly rate of \$12.00
- 22) 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
- 23) Resolution authorizing that Seasonal Part-Time Employee Sean Heaney be continued as a Regular Part-Time Clerical with a rate increase to \$12.00 in the Environmental Department, effective August 25, 2021

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - AUGUST 24, 2021
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. 2021-23: Bond ordinance to authorize the making of various public improvements and the acquisition of new additional or replacement equipment and machinery, new information technology and telecommunications equipment, and new automotive vehicles, including original apparatus and equipment, in, by and for the Town of Secaucus, in the County of Hudson, State of New Jersey, the appropriate the sum of \$9,644,000 to pay the cost thereof, to appropriate Town reserve funds, to make a down payment, to authorize the issuance of bonds to finance such appropriation and to provide for the issuance of bond anticipation notes in anticipation of the issuance of such bonds

ORDINANCES FOR INTRODUCTION

Ordinance No. 2021-24: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Deletion of a handicapped parking spot on Seventh Street)

Ordinance No. 2021-25: Bond ordinance to authorize the installation of solar panels at the Recreation Center carport in, by and for the Town of Secaucus, in the County of Hudson, State of New Jersey, the appropriate the sum of \$1,400,000 to pay the cost thereof, to make a down payment, to authorize the issuance of bonds to finance such appropriation and to provide for the issuance of bond anticipation notes in anticipation of the issuance of such bonds

RESOLUTIONS (CONSENT AGENDA)

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for an On-Premise 50/50 to be held on November 24, 2021, sponsored by the Secaucus Middle School

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by RBNY Academy, Inc. to use Shetik Field on Sundays from September 12 to November 14 for a Regional Development School with approximately 48 players
- 2) Request by the New Jersey Flyers Aquatic Club to use the Recreation Center from August 1 to August 20
- 3) Request by Max Wang to use Shetik Field on Tuesdays and Fridays from August 20 to November 23 for adult soccer
- 4) Request by Alex Baggot of New Jersey Play to use the Humboldt Street Gym on Sundays from August 15 to October 10 for adult sports
- 5) Request by Jeff Farawell of New Jersey Play to use Shetik Field on Sundays from August 29 to October 24 for adult sports

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Ordinance No. 2021-23

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS EQUIPMENT, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$9,644,000 TO PAY THE COST THEREOF, TO APPROPRIATE TOWN RESERVE FUNDS, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

Section 1. The Town of Secaucus, in the County of Hudson, State of New Jersey (the "Town") is hereby authorized to make various public improvements and to acquire new additional or replacement equipment and machinery, new information technology and telecommunications equipment, new communication and signal systems equipment, and new automotive vehicles, including original apparatus and equipment, in, by and for said Town, as more particularly described in Section 4 hereof. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the

appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized, and the Town Reserve funds and the down payment appropriated, by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Town.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the Town Reserve funds hereinafter appropriated, and (3) the amount of each sum which is to be provided by the down payment hereinafter appropriated to finance such purposes, and (4) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (5) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Acquisition of new additional or replacement equipment and machinery, new information technology and telecommunications equipment, and new automotive vehicles, including original apparatus and equipment, for the use of various Town departments, offices and agencies:

Police Department

SUV

alcotest upgrade equipment
data switches and other equipment
computerized ticketing equipment for
Parking Enforcement Officers

Department of Public Works ("DPW")

dump truck

Buildings and Grounds

pickup truck

Construction Department

SUV

Recreation

treadmills

Bureau of Fire Prevention

SUV

Appropriation and Estimated Cost	\$ 278,000
Down Payment Appropriated	\$ 13,240
Bonds and Notes Authorized	\$ 264,760
Period of Usefulness	5 years

B. Acquisition of new additional or replacement equipment and machinery consisting of a tractor for the use of the DPW.

Appropriation and Estimated Cost	\$ 42,000
Down Payment Appropriated	\$ 2,000
Bonds and Notes Authorized	\$ 40,000
Period of Usefulness	15 years

C. Installation of fire alarm systems at various Fire Houses.

Appropriation and Estimated Cost	\$ 18,000
Down Payment Appropriated	\$ 860
Bonds and Notes Authorized	\$ 17,140
Period of Usefulness	10 years

D. Acquisition of new information technology and telecommunications equipment for the use of various Town departments, offices and agencies.

Appropriation and Estimated Cost	\$ 17,700
Down Payment Appropriated	\$ 1,275
Bonds and Notes Authorized	\$ 16,425
Period of Usefulness	5 years

E. Undertaking of various improvements to public buildings and facilities. It is hereby determined and stated that said public buildings being improved are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Appropriation and Estimated Cost	\$ 189,080
Down Payment Appropriated	\$ 9,005
Bonds and Notes Authorized	\$ 180,075
Period of Usefulness	15 years

F. Supplemental funding for the construction of a passive park on Farm Road. It is hereby determined and stated that the Town has heretofore appropriated the sum of \$380,000 for such improvement pursuant to Ord. No. 2020-13 adopted on August 25, 2020.

Appropriation and Estimated Cost	\$ 463,000
Down Payment Appropriated	\$ 22,050
Bonds and Notes Authorized	\$ 440,950
Period of Usefulness	15 years

G. Undertaking of the following storm sewer and flood control improvements: (i) storm sewer and flood mitigation improvements at various locations and (ii) installation of an automatic pump screen cleaner at the High School Storm Sewer Pump Station.

Appropriation and Estimated Cost	\$ 510,000
Down Payment Appropriated	\$ 24,300
Bonds and Notes Authorized	\$ 485,700
Period of Usefulness	40 years

H. Construction of a new senior center at 101 Centre Avenue, including original furnishings and equipment therefor. It is hereby determined and stated that said public building being constructed will be of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	\$7,817,670
Town Reserve Funds Appropriated	\$1,800,000
Down Payment Appropriated	\$ 286,570
Bonds and Notes Authorized	\$5,731,100
Period of Usefulness	30 years

I. Resurfacing of various roads in the Town, as set forth on a list prepared by the Town Engineer on file or to be placed on file with the Town Clerk, and hereby approved as if set forth herein in full. Depending upon the contract price and other exigent circumstances, and upon approval by the Town Council, there may be additions to or deletions from the aforesaid list. It is hereby determined and stated that said roads being resurfaced are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	\$ 308,550
Down Payment Appropriated	\$ 14,700
Bonds and Notes Authorized	\$ 293,850
Period of Usefulness	10 years

Aggregate Appropriation and Estimated Cost	\$9,644,000
Town Reserve Funds Appropriated	\$1,800,000
Aggregate Down Payment Appropriated	\$ 374,000

Aggregate Amount of Bonds and Notes
Authorized

\$7,470,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of \$1,053,420 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. The sum of \$1,800,000 available in the Town's Capital Reserve for Developer's Contribution is hereby appropriated to the payment of the cost of the construction of the new senior center authorized in Section 4.H hereof.

Section 7. It is hereby determined and stated that moneys exceeding \$374,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Town, are now available to finance said purposes. The sum of \$374,000 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 8. To finance said purposes, bonds of said Town of an aggregate principal amount not exceeding \$7,470,000 are

hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 9. To finance said purposes, bond anticipation notes of said Town of an aggregate principal amount not exceeding \$7,470,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 10. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be

renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Town and attested by the Town Clerk or Deputy Town Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 11. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 27.54 years computed from the date of said bonds.

Section 12. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Town Clerk of said Town, and that such statement so filed shows that the gross debt of said Town, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$7,470,000 and that the issuance of

the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 13. Any funds received from private parties, the County of Hudson, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purposes shall be reduced accordingly.

Section 14. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Town Clerk and is available for public inspection.

Section 15. The Town intends to issue the bonds or notes to finance the cost of the improvements described in Sections 1 and 4 of this bond ordinance. If the Town incurs such costs prior to the issuance of the bonds or notes, the Town hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the

maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 16. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Town, and the Town shall levy ad valorem taxes upon all the taxable real property within the Town for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 17. This ordinance shall take effect twenty days after the first publication thereof after final passage.

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 & passed

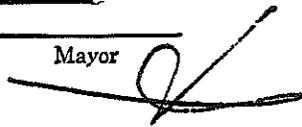
on first reading on 7-27-2021

and finally adopted by the Mayor and Council on 8-27-2021

Michael Marra

Town Clerk
Deputy

Mayor



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

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. 2021-24

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 location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Seventh Street	West	On the west side of Seventh Street, beginning at a point 157 feet south of the southwest corner of Clarendon Street and Seventh Street continuing south for a distance of 22 feet

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.

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Town Council of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Police Chief and Police Committee the person(s) listed below are hereby re-appointed to the regular part time positions of Special Law Enforcement Officer III for the 2021/2022 school year in the Secaucus Police Department (#31003), effective September 2nd, 2021, as follows:

	<u>Hourly Rate</u>
Friedman, Lonnie #5731	\$36.00 / Hour
Smentkowski, David #5732	\$36.00 / Hour
Aninipot, Roderick #1761	\$36.00 / Hour
Mercado III, Jerome #0595	\$36.00 / 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 August 24, 2021.

Town Clerk

Mayor

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

* * * * *

Member _____ introduced and moved the adoption of the following resolution and Member _____ seconded the motion:

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, NEW JERSEY, COVENANTING TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, APPLICABLE TO THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON OBLIGATIONS ISSUED BY THE TOWN OF SECAUCUS AND AUTHORIZING THE MAYOR, TOWN CLERK, CHIEF FINANCIAL OFFICER AND OTHER TOWN OFFICIALS TO TAKE SUCH ACTION AS THEY MAY DEEM NECESSARY OR ADVISABLE TO EFFECT SUCH COMPLIANCE.

WHEREAS, the Town of Secaucus, in the County of Hudson, New Jersey (the "Town") from time to time issues bonds, notes and other obligations, the interest on which is excluded from gross income for Federal income tax purposes, and desires to take such action as may be necessary or advisable to establish and maintain such exclusion; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), contains provisions with respect to the exclusion from gross income for Federal income tax purposes of interest on obligations, including provisions, among others, which require issuers of tax-exempt obligations, such as the Town to account for and rebate certain arbitrage earnings to the United States Treasury and to take other action to establish and maintain such Federal tax exclusion; and

WHEREAS, the Town intends to issue \$28,755,000 of notes, consisting of \$27,501,000 General Bond Anticipation Notes and \$1,254,000 Swimming Pool Utility Bond Anticipation Notes, both issues dated August 6, 2021, payable August 5, 2022 (collectively, the "Notes");

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Secaucus, in the County of Hudson, New Jersey, as follows:

SECTION 1. The Town Council hereby covenants on behalf of the Town, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform all acts and things permitted by law and necessary to assure that interest paid on the Notes be and remain excluded from gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code.

SECTION 2. The Mayor, Town Clerk, Chief Financial Officer and the other officials of the Town are hereby

authorized and directed to take such action, make such representations and give such assurances as they may deem necessary or advisable to effect compliance with the Code.

SECTION 3. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted by the following roll call vote:

Ayes:

Nays:

[SEAL]

ATTEST: _____
Town Clerk

Resolution No. _____

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

HUDSON COUNTY BOARD OF TAXATION REDUCTIONS

WHEREAS, the Tax Collector of the Town of Secaucus has determined that action is required as a result of the 2021 tax reductions granted by the Hudson County Board of Taxation: and,

WHEREAS, the Tax Collector has certified to the foregoing as well as to the amount of the Tax Cancellations which is set forth along the blocks and lots of the taxpayers.

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

**TAX REDUCTIONS GRANTED BY THE
HUDSON COUNTY BOARD OF TAXATION**

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
21	15	C1327	1327 Harmon Cove Towers	\$ 565.50
74	28		703 7 th Street	1,621.10
154	5		14 Mutillod Lane	754.00

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

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

RESOLUTION NO. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

AN AMENDMENT TO A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE TAX APPEALS REGARDING LOT
4.05 BLOCK 227 AS SET FORTH ON THE OFFICIAL TAX
MAPS OF THE TOWN OF SECAUCUS OWNED BY
WALMART #1-3520

WHEREAS, Walmart #1-3520, the owner of real property located at 300-400 Park Place, otherwise designated as Lot 4.05 in Block 227 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the Assessed Value of said real property for the Tax Years 2015, 2016, 2017, 2018, 2019, 2020 and 2021; and

WHEREAS, the Taxpayer has agreed to withdraw its Complaints for Tax Years 2015, 2016, 2017, and 2018; and

WHEREAS, the Parties have agreed to adjust the Assessment Values for Tax Years 2019, 2020 and 2021, as follows:

	Original Assessment	Adjusted Assessment
1. Tax Year 2019	\$41,679,000*	\$39,960,000
2. Tax Year 2020	\$44,856,600	\$39,410,000
3. Tax Year 2021	\$39,856,600	\$34,280,000

WHEREAS, the Town Tax Assessor has agreed to these adjustments in the Total Assessment Value on the real property in accordance with the settlement; and,

*Plus \$1,059,200.00 (partial added assessment)

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to consent to the terms of settlement set forth herein.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The Total Assessment Value of the property located at 300-400 Park Place (Lot 4.05, Block 227) (together with the other terms of settlement) shall be as follows:

Tax Year 2019	\$39,960,000
Tax Year 2020	\$39,410,000
Tax Year 2021	\$34,280,000

2. The Taxpayer shall receive a Tax Repayment in the amount of five hundred sixteen thousand eight hundred forty-two dollars and seventy-three cents (\$516,842.73) with the sum to be credited in equal annual installments of one hundred seventy-two thousand two hundred eighty dollars and ninety-one cents (\$172,280.91), as allowed by the applicable law.

3. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaims filed in these tax appeal matters for each of the years in which Counterclaims were filed.

4. The Town Tax Collector is hereby authorized to effectuate the tax repayment and to make any other adjustments to same necessary in her judgment.

5. This Resolution shall take effect immediately or as otherwise 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 a resolution approved by the Mayor and Council on _____.

 Town Clerk Mayor

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

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JOSEPH F. RANIERI
Member of the Firm

jranieri@weiner.law

August 2, 2021

VIA EMAIL

Gary M. Jeffas, Esq.
Town Administrator
Town of Secaucus
1203 Paterson Plank Road, 2nd Floor
Secaucus, NJ 07094-3287

Re: Walmart #1-3520 v. Town of Secaucus
Docket Nos.: 003125-2015; 002616-2016; 003768-2017;
005376-2018; 002151-2019; 003432-2020 and 008059-2021

Dear Gary:

As you were recently advised by the Town Tax Assessor, the Resolution accepting the proposed settlement of the pending Walmart Store #1-3520 tax appeals did not account for an added assessment in the 2019 Tax Year. In addition, I was advised that the Tax Repayment figure in the original Resolution needed to be corrected to account for a change in the Tax Rate for the years in question.

Enclosed herewith please find a proposed Resolution amending the Resolution previously adopted by the Town Governing Body regarding the Walmart tax appeals. The Tax Repayment Figure has been adjusted by a total increase of \$41,206.73 payable as credit over three (3) years (\$13,735.58 per year).

If the enclosed Amendatory Resolution meets with your approval, please submit same to the Governing Body for its consideration.

Should you have any questions, please feel free to call.

Very truly yours,

WEINER LAW GROUP LLP

By: *s/ Joseph F. Ranieri*

Joseph F. Ranieri
A Member of the Firm

JFR/nlr
c.: Lorraine Carr, Asst. Tax Collector
Michael Jaeger, Tax Assessor

2083709_1

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING ELECTRONIC TAX SALES**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promogulated by the Director of the Division of Local Government Services; and

WHEREAS, upon the recommendation of the Tax Collector, the Town of Secaucus wishes to participate in electronic tax sales pursuant to N.J.A.C. 5:33-1.1; and

WHEREAS, the rules and regulations require a municipality to provide notice of the tax sales; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of Twenty-five Dollars (\$25.00) for the creation, printing and mailing of any said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Town of Secaucus wishes to charge Twenty-five Dollars and 00/100 (\$25.00) per notice for required notices, which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Tax Collector is authorized to set up and conduct electronic tax sales pursuant to statutory requirements and the regulations set forth by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, by the Mayor and Council for the Town of Secaucus that a fee of Twenty-five Dollars and 00/100 (\$25.00) per notice for required notices be established and is hereby authorized and directed to be charged for each tax sale notice that is sent in conjunction with the 2021 electronic tax sale; and

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

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING ELECTRONIC TAX SALES BY NJ TAX LIEN
INVESTORS/REALAUCION.COM**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promogulated by the Director of the Division of Local Government Services; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/Realauction.com to conduct electronic tax sales; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sales process; and

WHEREAS, the Town of Secaucus has conducted electronic tax sales in prior years and is authorizing electronic tax sales for this year in a companion resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale utilizing the services of NJ Tax Lien Investors/Realauction.com; and

BE IT FURTHER RESOLVED, by the Mayor and Council for the Town of Secaucus that NJ Tax Lien Investors/Realauction.com is hereby approved as a vendor and directed to be utilized for each notice of tax sale that is sent in conjunction with the 2021 electronic tax sale at a price of Fifteen dollars and 00/100 (\$15.00) per line item advertised; and

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

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement (“**Agreement**”) entered into as of _____, 2021 (the “**Effective Date**”), between the Town of Secaucus, Hudson County, a municipal subdivision of the State of New Jersey (“**Municipality**”), and RealAuction.com LLC (“**Contractor**”), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality’s tax lien certificates (“**Tax Certificates**”).

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the “**DCA**”) pursuant to N.J.S.A. 54:5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the “**New Regulations**”) governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the “**LFN**”, together with the New Regulations, as either may be amended in the future, the “**Electronic Sale Regulations**”); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com (“**ROK**”) serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the “**Services**”) for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal (“**RFP**”) or Request for Quotation (“**RFQ**”) issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor’s RFP or RFQ response (as applicable) accepted by Municipality (collectively, the “**Final RFP/RFQ**”), are hereby incorporated as if fully set forth herein and are expressly included in the defined term “**Services**.” The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the “**Server**”) for the Web Site. As used herein, the term “**Web Site**” shall mean an Internet web site that Contractor will make available to Municipality under this Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor’s Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site

available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and technical support necessary to facilitate the Municipality’s conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction’s administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality’s request, consult concerning optimal terms and business rules or amending same to achieve Municipality’s goals. Contractor shall set-up the Web Site to reflect Municipality’s approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality’s employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality’s request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor’s internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

- I. Contractor shall ensure that the Web Site is capable of providing the following functions:
 - i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
 - ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
 - iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
 - iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
 - v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
 - vi. Allowing users to view auction sale results upon completion of the auction.
 - vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
 - viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date, and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction. Notwithstanding the foregoing, Contractor acknowledges that the Municipality may update its list of certificates to be sold at any time prior to the date of the sale.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice. Contractor and ROK acknowledge that checks are processed by the Town of Secaucus' Finance Department on or about the 30th day of every month. ROK and/or Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered. Payments shall be processed in the regular course of business and be handled for the next bill cycle to the extent practicable, with payment within sixty (60) days of receipt.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours of receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. **Limited Agency Created; No Third Party Beneficiaries Intended.** For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. **Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of

service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: Town of Secaucus, Hudson County

Name: _____
Title: _____
Date: _____

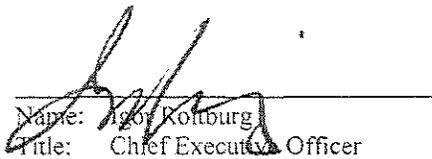
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Additional signature page follows.]*

For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Koltburg
Title: Chief Executive Officer

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 THE
PROVISION OF SNACKS FOR THE SECAUCUS AFTER CARE PROGRAM FOR THE 2021-
2022 SCHOOL YEAR TO NATOLI'S CATERING**

WHEREAS, the Town of Secaucus has the continued need for the provision of Snacks for the Secaucus After Care Program for the 2021-2022 School Year as a non-fair and open contract pursuant to the provision of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Qualified Purchasing Agent has determined that the value of the acquisition will not exceed \$50,000.00; and

WHEREAS, the anticipated term of this contract is one (1) year, as approved by this governing body, to begin on September 1, 2021; and

WHEREAS, three quotes were obtained for these services; and

WHEREAS, Natoli's Catering has submitted a quote that was presented to the Qualified Purchasing Agent indicating they will provide a general snack for the price of \$1.90 per snack (a piece of fruit, a healthy drink and a healthy treat), for an amount not to exceed \$50,000.00; and

WHEREAS, Natoli's Catering will complete a Secaucus Pay to Play certification. This certifies that Natoli's Catering has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations of the State of New Jersey under N.J.S.A. 19-44A-20.27; and

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 the provision of Snacks for the Secaucus After Care Program for the 2021-2022 School Year to Natoli's Catering for a one (1) year term, for an amount not to exceed Fifty Thousand Dollars and 00/100 (\$50,000.00) in accordance with the submitted proposal associated with this contract; and

BE IT FURTHER RESOLVED, that the Finance Director certifies that funds are available for these services under line item 01-2010-00-51817-094; and

BE IT FURTHER RESOLVED, that Natoli's Catering 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 take any action or execute any documents necessary to effectuate the awarding of the contract.

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

I, Sheetal Nagpal, Treasurer 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:

01-2010-00-51817-094
Amount \$ 50,000.00 Date 8/24/21

Sheetal Nagpal
Sheetal Nagpal

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 CONTRACT FOR SURVEILLANCE SYSTEM SUPPORT FOR THE
PEDESTRIAN WALKWAYS AND BUCHMULLER PARK TO SHI INTERNATIONAL CORP.
THROUGH THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE**

WHEREAS, the Town of Secaucus Police Department utilizes computer hardware and software equipment for investigative and surveillance tasks in the interest of public safety located at the Pedestrian Walkways over Route 3 and in Buchmuller Park (collectively "Systems"); and

WHEREAS, the Systems require regular maintenance and support; and

WHEREAS, the Town of Secaucus Police Department has obtained quote #20749705 from SHI International Corp., located in Somerset, New Jersey, in the amount of Thirteen Thousand Eight Hundred Twenty-Nine Dollars and 79/100 (\$13,829.79); and

WHEREAS, the pricing for services set forth in the quote provided by SHI International Corp. will be procured through New Jersey Cooperative Purchasing Alliance contract #19-34; and

WHEREAS, the Town of Secaucus is a member of the New Jersey Cooperative Purchasing Alliance (Bergen County Cooperative) previously authorized by Resolution 2014-346; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21312-069

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 Surveillance System Support for the Pedestrian Walkways and Buchmuller Park to SHI International Corp. at an amount not to exceed Thirteen Thousand Eight Hundred Twenty-Nine Dollars and 79/100 (\$13,829.79) for a one (1) year term beginning on September 1, 2021; and

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

BE IT FURTHER RESOLVED, that SHI International Corp. 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 take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

I, Sheetal Nagpal, Treasurer 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:

01-2010-00-21315-069

Amount \$ 13,829.79 Date 8/24/21

Sheetal Nagpal
Sheetal Nagpal



Pricing Proposal
Quotation #: 20749705
Created On: 7/16/2021
Valid Until: 7/31/2021

City of Secaucus

Inside Account Executive

Wayne Sabella
1203 Paterson Plank Road
Secaucus, NJ
United States
Phone: (201) 293-4888
Fax:
Email: wsabella@secaucus.net

Mark Price
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-584-4472
Fax: 732-564-8224
Email: Mark_Price@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PSVSS Maintenance & Support Agreement Axtel - Part#: npr-axtel-SecaucusServiceAgreement Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 19-34 Coverage Term: 9/1/2021 – 8/31/2022	1	\$13,829.79	\$13,829.79
		Total	\$13,829.79

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Chosen Freeholders.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that pursuant to the recommendation of the Michael Pero, Superintendent of Recreation that the below persons are hereby appointed as seasonal part-time Counselors to the Summer Day Camp Program, as follows:

<u>Counselors (#81083)</u>		<u>Hourly Rate</u>
Georgopoulos #5575	Heather (start 7/28/2021)	\$11.10 / Hour
Mancha	Madison (start 7/30/2021)	\$11.10 / Hour
Eshmawy	Abdelrahman (start 8/2/2021)	\$11.10 / Hour
Walker	Jesse (start 7/30/2021)	\$11.10 / Hour
Alzubi	Hibba (start 8/2/2021)	\$11.10 / Hour
Counselor Arts & Crafts	(#81084)	
Moreno	Aiden (start 8/3/2021)	\$11.10 / 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 August 24, 2021.

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

RESOLUTION: _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
RENEWING POLICIES FOR EMPLOYEE MOTOR VEHICLE RECORD CHECKS**

WHEREAS, the Town of Secaucus has a large number of municipal vehicles that are operated by various employees while conducting Town business, including but not limited to DPW employees, firefighters, police officers, medical escort drivers, park patrol, parking enforcement officers, senior services employees and other personnel in a variety of departments; and

WHEREAS, governmental agencies may perform employee motor vehicle record checks (MVRs) in the interest of carrying out government functions pursuant to the Federal Driver's Privacy Act and N.J.S.A. 39:2-3.4; and

WHEREAS, it is recommended by the Town's JIF Safety Director that motor vehicle checks be conducted for municipal employees who drive a vehicle as part of their job responsibilities and such be reviewed at regular intervals; and

WHEREAS, the Town of Secaucus established policies pertaining to Employee Motor Vehicle Checks pursuant to Resolution 2017-72 dated February 28, 2017, and this shall serve as a renewal of such.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that approval is given for the Town Administrator or his/her designee to distribute and utilize the attached policies pertaining to Employee Motor Vehicle Checks for relevant departments, to update such as needed in the interest of safety and Town business purposes and to keep an updated copy of the policies on file in the Town Clerk's Office; and

BE IT FURTHER RESOLVED, that permission is given for the Town Administrator or his/her designee to set up a Customer Abstract Retrieval Account (CAIR) for the Town of Secaucus with the New Jersey Motor Vehicle Commission ("NJMVC") at the annual fee of One-hundred fifty dollars and 00/100 (\$150.00) for online access to motor vehicle records for employee checks; and

BE IT FURTHER RESOLVED, that if there is an additional fee payable to the NJMVC due to number of MVR's run in a given year, the Chief Financial Officer for the Town of Secaucus is authorized to pay any additional fee to ensure the Town can continue to perform MVR's as is needed; and

BE IT FURTHER RESOLVED, that permission is given for the Town Administrator to designate authorized individuals to have the online access to the CAIR system, and to add or remove authorized individuals as deemed necessary in his/her discretion; 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.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

RESOLUTION No. _____

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

**A RESOLUTION OF THE TOWN OF SECAUCUS APPROVING
THE RE-APPOINTMENT OF THE MUNICIPAL COURT JUDGE**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, in the State of New Jersey, that Karen R. Boylan is hereby re-appointed to a three (3) year term beginning September 1, 2021, as the Municipal Court Judge for the Town of Secaucus.

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent Recreation Department the below person is hereby appointed to the Front Desk (5:00 am to 9:00 am shift) regular part time Clerical position at the Recreation Center (#85000), effective August 30, 2021, as follows:

Gay, Katrina

\$12.00 / 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 August 24, 2021.

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
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS FOR THE
FY' 2021 NJDOT LFIF ENTERPRISE AVENUE IMPROVEMENTS**

BE IT RESOLVED, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey that the Town Clerk is hereby authorized to advertise for and receive bids for the FY' 2021 NJDOT LFIF Enterprise Avenue Improvements.

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

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 SECAUCUS VOLUNTEER FIRE DEPARTMENT TO TRANSFER OWNERSHIP
OF SURPLUS PROPERTY, NON-COMPLIANT SAFETY GEAR**

WHEREAS, the Town of Secaucus may dispose of surplus items pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-36; and

WHEREAS, the Town of Secaucus' Volunteer Fire Department has non-compliant fire gear, namely pants and coats, that are no longer fit for public use and deemed surplus items; and

WHEREAS, upon the recommendation of the Chief of the Secaucus Volunteer Fire Department, the items listed below shall also be turned over to Fundación Internacional Red De La Dignidad, a non-profit organization of Union City, New Jersey, to securely transfer and dispose of such at no cost to the Town of Secaucus and said company further represents that the non-compliant gear will not go into firefighting use again in the United States in the interest of safety.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that the above statements are incorporated herein and the following Secaucus Volunteer Fire Department items are deemed surplus and the transfer of such from the Secaucus Volunteer Fire Department to Fundación Internacional Red De La Dignidad, a non-profit organization of Union City, New Jersey, is hereby authorized:

ITEM	QUANTITY	
Turnout Pants and Jacket set	10	Old, expired and non NFPA compliant
Turnout Jackets	3	Old, expired and non NFPA compliant
Pair of Boots	4	Old, used
Suspenders	1	Old, used

BE IT FURTHER RESOLVED, that it has been determined that the above referenced items should be removed from the inventory as soon as practicable and that the transfer of the above items shall be at no cost to the Town of Secaucus; and

BE IT FURTHER RESOLVED, that the Mayor, the Town Administrator, the Fire Chief or their designee is hereby authorized to enter into any necessary agreements and take any action necessary to effectuate said purpose and intent.

Adopted: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Lisa Snedeker, Director Social Services that the below person is hereby appointed to the regular part time Clerical position in the absence of an employee on medical leave, at the Social Services Department (#074000), effective August 25, 2021, as follows:

Vanoni, Mary

\$12.00 / 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 August 24, 2021.

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 Animal Shelter Manager that the below person is hereby appointed to the replacement regular part time Animal Assistant position, in the Animal Shelter Department (#85000), effective August 25, 2021, as follows:

Quario, Adrianna

\$12.00 / 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 August 24, 2021.

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 TO AUTHORIZE THE PURCHASE OF A VEHICLE FOR THE
SECAUCUS POLICE DEPARTMENT FROM BEYER FORD THROUGH THE
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

WHEREAS, the Town of Secaucus' Police Department is in need of one (1) vehicle, to replace a damaged vehicle in their fleet, to service the Town of Secaucus; and

WHEREAS, the Town of Secaucus' Police Department received a quote from Beyer Ford of Morristown for the provision of one (1) 2021 Ford Police Interceptor Utility Vehicle and Related Equipment in the total amount of Thirty-Three Thousand Six Hundred Nine Dollars and 48/100 (\$33,609.48); and

WHEREAS, the vehicle as set forth in the quote submitted by Beyer Ford will be procured through The Educational Services Commission of New Jersey (ESCNJ) via Contract No. 20/21-09 Cars, Crossovers, Pickup Trucks, SUV's and Vans; and

WHEREAS, the Town of Secaucus is a member of The Educational Services Commission of New Jersey (formerly Middlesex Regional Educational Services Commission) previously authorized by Resolution 2016-183.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the purchase of one (1) 2021 Ford Police Interceptor Utility Vehicle and Related Equipment in an amount not to exceed Thirty-Three Thousand Six Hundred Nine Dollars and 48/100 (\$33,609.48); and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21312-092; and

BE IT FURTHER RESOLVED, that Beyer Ford 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 and documents and take any action necessary to effectuate the spirit and purpose of this resolution.

Date: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

Town Clerk

Mayor

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

I, Sheetal Nagpal, Treasurer 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:

01-2010-00-21312-092

Amount \$ 33,609.48 Date 8/24/21

Sheetal Nagpal
Sheetal Nagpal



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

2021 Ford Police Interceptor Utility (K8A) AWD
Educational Services Commission of NJ
ESC Co-Op #65MCESCCPS - ESCNJ 20/21-09

MSRP	\$	40,615.00
Destination	\$	1,695.00
ESCNJ % off		17.7%
ESCNJ Total	\$	34,821.13

Factory Options

Item	Price
99B Engine: 3.3L V6 Direct-Injection (FFV)	\$ (3,530.00)
51T Driver Only LED Spot Lamp (Whelen)	\$ 420.00
86T Tail lamp/ Police Interceptor Housing Drilled	\$ 60.00
59B Fleet Key Code 1284X	\$ 50.00
68G Rear-Door Controls Inoperable	\$ 75.00
52T Class III Trailer Tow Lighting Package	\$ 80.00
76R Reverse Sensing	\$ 275.00
549 Heated Sideview Mirrors	\$ 60.00
60A Grille LED Lights, Siren & Speaker Pre-Wiring	\$ 50.00
60R Noise Suppression Bonds (Ground Straps)	\$ 100.00
43D Dark Car Feature	\$ 25.00
18D Global Lock / Unlock Feature	\$ -
87R Rear View Camera	\$ -
55F Remote Keyless Entry Key Fob w/o Key Pad	\$ 340.00
61B OBD-II Split Connector	\$ 55.00
Options	\$ (1,940.00)
ESCNJ % off	4.00%
Factory Option Total	-\$1,862.40
Delivery	\$ 175.00

Contract Options

Item	Price	Percentage Off	ESCNJ Price
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Contract Option Total \$ -

Additional Contract Options

Item	Price
Sound Off Red/White Dome Light	\$ 175.00
Setlra Skld Plate	\$ 300.75
Non-Contract Option Total	\$ 475.75

Date: 7/15/2021

Total \$ 33,609.48



BEYER FORD
 170 Ridgedale Ave.
 Morristown, NJ 07960

Quote

To:	From: Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Pick Up Location Beyer Fleet 31 Williams Parkway East Hanover, NJ 07936

**2021 Ford Police Interceptor Utility (K8A) AWD
 Educational Services Commission of NJ
 ESC Co-Op #65MCESCCPS - ESCNJ 20/21-09**

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc:
 Transmission: 10-Speed Automatic (STD)
 3.73 Axle Ratio (STD)
 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection Engine Transmission w/Oil Cooler

Automatic Full-Time All-Wheel Drive
 Engine Oil Cooler
 80-Amp/Hr 800CCA Maintenance-Free Battery
 Hybrid Electric Motor 220 Amp Alternator
 Police/Fire
 GVWR: TBD
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Steering
 19 Gal. Fuel Tank
 Dual Stainless Steel Exhaust
 Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs
 Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
 Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: center caps and full size spare
 Tires: 255/60R18 AS BSW
 Steel Spare Wheel
 Spare Tire Mounted Inside Under Cargo

Clearcoat Paint
 Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Exterior cont.

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
 Body-Colored Bodyside Cladding and Black Wheel Well Trim
 Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles
 Black Power Side Mirrors w/Convex Spotter and Manual Folding
 Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass
 Speed Sensitive Variable Intermittent Wipers
 Front Windshield -inc: Sun Visor Strip
 Galvanized Steel/Aluminum Panels

Lip Spoiler
 Black Grille
 Liftgate Rear Cargo Access
 Tailgate/Rear Door Lock included w/Power Door Locks
 Fully Automatic Projector Beam Led Low/High Beam Headlamps
 LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control, Steering Wheel Controls and External Memory Control
 Radio: AM/FM/MP3 Capable -inc: clock, 4 speakers and 4.2" color LCD screen center stack Smart Display

Streaming Audio
 Integrated Roof Antenna
 Wireless Phone Connectivity

1 LCD Monitor In The Front

Interior
 8-Way Driver Seat
 Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Interior cont.

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Remote Releases -inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights

Smart Device Integration
Dashboard Storage, Driver And Passenger Door Bins

Interior cont.

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints

2 12V DC Power Outlets
Air Filtration

Safety-Mechanical
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Safety-Exterior
Side Impact Beams
Safety-Interior
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation Programs for the Town of Secaucus, the below persons are hereby reappointed and appointed to the **regular** part time Counselors positions for the 2021 / 2022 school year at the Before and After Care Programs Department #81082 as follows:

<u>Counselors (returning)</u>	<u>Hourly Rate</u>
Imperato, Denise (Coordinator)	\$20.83 / Hour
Carcamo, Maritza	\$12.00 / Hour
Cirone, Margaret	\$12.00 / Hour
Durham, Dionna	\$12.00 / Hour
Echeverry, Alyson	\$12.00 / Hour
Echeverry, Valerie	\$12.00 / Hour
Fernandez, Nayelis	\$12.00 / Hour
Huynh, Minh	\$12.10 / Hour
Kalakowski, Carlene (Coordinator /Huber)	\$14.85/ Hour
Keegan, Ashley	\$12.00 / Hour
Kosky, Kaitlyn	\$12.10 / Hour
Mastropietro, Donna	\$12.16 / Hour
Masullo, Patricia	\$12.00 / Hour
Maurin, Amber	\$12.00 / Hour
Meli, Ryan	\$12.00 / Hour
Nitschke, Maryann	\$12.16 / Hour
Paparazzo, Brookelynn	\$12.00 / Hour
Perez, Efrain	\$12.00 / Hour
Pinto, Breyonna	\$12.00 / Hour
Pizzuta, Rena	\$12.00 / Hour
Rajguru, Yashna	\$12.00 / Hour
Ramirez, Uriel	\$12.00 / Hour
Rivers, Caroline	\$12.00 / Hour
Rodriguez, Mayra	\$12.10 / Hour
Soler, Rebecca	\$12.00 / Hour
Solorzano, Kevin	\$12.00 / Hour
Suarez, Mia	\$12.10 / Hour
Syracuse, Julia	\$12.10 / Hour

Continued.....

Taylor, Steven	\$12.10 / Hour
Toro, Cody	\$12.73 / Hour
Testa, Robert	\$12.73 / Hour
Vega, Jasmine	\$12.00 / Hour
Waiver, Donna	\$17.39 / 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 August 24, 2021.

Town Clerk

Mayor

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

RESOLUTION:_____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Police Captain that pending the successful completion of physical examinations the below persons are hereby re-appointed to the regular part time positions of Crossing Guards in the Traffic Department (#34000), for the school year 2021/ 2022 as follows:

<u>Crossing Guards (returning)</u>	<u>Hourly Rate</u>
ABOUSHACA, SONIA C.	\$26.93 / Hour
ABRAMS, SYLVIA	\$21.22 / Hour
BADI, ELISSA	\$20.60 / Hour
DECECCO, JENNIFER L.	\$26.93 / Hour
ECHEVERRY, SANDRA M.	\$26.93 / Hour
ESTRADA, BIGSEIDA	\$21.22 / Hour
FLAIG, DAWN	\$26.93 / Hour
GONZALEZ, DERRICK	\$21.22 / Hour
GONZALEZ, GINGER	\$26.93 / Hour
GONZALEZ, JEANNETTE	\$20.60 / Hour
GULINO, VINCENT	\$26.93 / Hour
HECTOR, JEAN E.	\$26.93 / Hour
JANULIS, DEANNA M.	\$21.22 / Hour
KALENA, LINDA	\$21.22 / Hour
KOT, MARY A.	\$26.93 / Hour
KOVARIK, LUDMILA	\$21.22 / Hour
MARQUEZ, VANEZA	\$26.93 / Hour
MASTROPIETRO, JOHN T.	\$26.93 / Hour
O'HARE, WILLIAM	\$20.00 / Hour
PAGNANO, JAMES	\$20.00 / Hour
PRZYCHODZKI, DONNA	\$26.93 / Hour
RIVERA, INOCENCIA C.	\$26.93 / Hour
SANCHEZ, SANDRA	\$26.93 / Hour
SCALICI, GIACOMO	\$20.60 / Hour
STATHOPOULOS, ANGELIKI	\$26.93 / Hour
SUPEL, KAREN	\$26.93 / Hour
VEGA, CANDICE A.	\$21.22 / Hour
WARTH, PATTI G.	\$26.93 / Hour
WITROCK, SHEILA	\$20.00 / Hour

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pending the successfully completion of background checks and physical examinations, the below persons are hereby newly appointed to the positions of regular part time Relief Crossing Guards in the Traffic Department (**#34000**) for the 2021/2022 school year as follows:

<u>Crossing Guards (new hires)</u>	<u>Hourly Rate</u>
Rios, Iraida	\$20.00 / Hour
Teal, Pamela	\$20.00 / Hour
Valerio Huerta, Sara	\$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 August 24, 2021.

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. _____

**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 **Resolution 2019-114**.

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 through *Sourcewell* cooperative; and

BE IT FURTHER RESOLVED, that the auction for the items listed on Schedule A will start online on or about September 13, 2021 and end on or about September 22, 2021, 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 Jason Leppin (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: August 24, 2021

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 24, 2021.

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

<u>Description</u>	<u>Quantity</u>	<u>Details</u>	<u>Min. Price</u>
1995 Case 4210 Tractor with plow	1		\$ 2,000.00
10 foot Monroe snow plow	1		\$ 300.00
Spalding NBA regulation portable basketball backstops without rims	3		\$ 500.00/each
Truck and car belts (for vehicles we no longer have)		Miscellaneous	\$ 50.00
Bus parts and lights		Miscellaneous	\$ 200.00
Fire truck parts and lights		Miscellaneous	\$ 200.00
Super Vac portable gas exhaust fan Model 720G4	1		\$ 300.00

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 Environmental Coordinator that the below seasonal part time employee be continued as a regular part time Clerical with a rate increase in the Environmental Department (#01004), effective August 25, 2021, as follows:

Heaney Sean

\$12.00 / 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 August 24, 2021.

Town Clerk

Mayor

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