TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - 9/23/2025

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

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2025-29: Ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of handicapped parking spot on Reidel Court)

Ordinance No. 2025-30: An ordinance amending 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to amend procedures for the application, review, and approval of on-street handicapped parking

Ordinance No. 2025-31: An ordinance amending Chapter 28 of the Code of the Town of Secaucus entitled "Police Department" to update the conditions for appointments

Ordinance No. 2025-32: An ordinance amending Chapter 109 of the Code of the Town of Secaucus entitled "Tree Conservation" to establish procedures for tree removals and replacements

ORDINANCES FOR INTRODUCTION

Ordinance No. 2025-34: An ordinance amending 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences"

Ordinance No. 2025-35: An ordinance amending Chapter 30 of the Code of the Town of Secaucus to update Swim Center and Recreation Fees

Ordinance No. 2025-36: An ordinance adding Chapter 136 of the Code of the Town of Secaucus entitled "Telecommunications Facilities in the Public Right-of-Way

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by BoQun Huai to use Shetik Field on Tuesdays from September 16 to November 4 for Soccer Training

2) Request by Illyrian Sports Club to use Shetik Field on various dates in September, October and November for Soccer Training and Matches

3) Request by the Indian Caucus of Secaucus to use Buchmuller Park on October 12 for Diwali Mela, Festival of Lights

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 9/23/25

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

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

1) A resolution awarding a contract for collection services to Penn Credit Corporation
2) A resolution authorizing the Town of Secaucus to enter into an Cooperative Purchasing Agreement with TIPS National Purchasing Cooperation
3) Resolution authorizing the settlement of the tax appeal regarding Lot 1 in Block 118, Qualifier HM as set forth on the official tax maps of the Town of Secaucus owned by 10 Meadowland Parkway, LLC
4) Resolution reappointing and transferring to Part-Time positions as Lifeguards at the Recreation Center
5) A resolution authorizing the award of a Non-Fair and Open Contract for the provision of waterproofing for the Secaucus Recreation Center to Roof4Roof
6) Resolution approving tax overpayment refunds for nine (9) Secaucus properties
7) Resolution transferring, reappointing and appointing Regular Part-Time Counselors for the 2025/2026 school year at the Before and After Care Programs Department
8) A resolution authorizing the award of a Non-Fair and Open Proprietary Contract for turn repair to Landtek Group, Inc.

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2025-29

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

SECTION 1

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

NAME OF STREET	SIDE	LOCATION
Reidel Court	East	On the east side of Reidel Court, beginning at a point 128 feet south of the northeast corner of Paterson Plank Road and Reidel Court continuing south for a distance of 8 feet in front of 1 Reidel Court

That the parking space designated for 1 Reidel Court adopted by Ordinance is to be personalized for Placard Number P2722731.

SECTION 2

SEVERABILITY

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

the ordinance or part thereof is held inapplicable, had been specifically exempted therefrom.

SECTION 3

REPEALER

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

SECTION 4

EFFECTIVE DATE

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on August 26, 2025 and finally adopted by the Mayor and Council on September 23, 2025.

Town Clerk Mayor

Introduction 8-26-25

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

Adoption 9-23-25

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. 2025-30

AN ORDINANCE AMENDING 127 OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO AMEND PROCEDURES FOR THE APPLICATION, REVIEW, AND APPROVAL OF ON-STREET HANDICAPPED PARKING

WHEREAS, N.J.S.A. 39:4–197 confers upon the Town of Secaucus a right to establish resident handicapped on-street parking in order to preserve and safeguard the public health, safety and welfare; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, any municipality may, by ordinance, resolution or regulation, establish restricted parking spaces in front of residences, schools, hospitals and other public buildings and in shopping and business districts for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles, provided the permitting does not interfere with the normal flow of traffic; and

WHEREAS, the Secaucus Police Traffic Bureau has made recommendations to update Chapter 127 to amend the procedures for residents applying for on-street handicapped parking; and

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

1. Chapter 127 entitled "Vehicles and Traffic", Article XIV entitled "Restricted Parking Zones," § 127-58B "Designation of locations at or near private residences." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (deletions are indicted by ~~crossouts~~; additions are indicated in **bold**)

§ 127-58B. Designation of locations at or near private residences.

(A) Restricted parking zones in front of or near residences of handicapped drivers. The Town of Secaucus shall, in accordance with the provisions of N.J.S.A. 39:4-197.6, establish restricted parking zones in front of or near residences occupied by handicapped drivers, provided that such parking is not otherwise prohibited and does not interfere with the normal flow of traffic. No restricted parking zones will be established for persons who do not transport themselves and who do not possess a New Jersey driver's license, ~~indicating handicapped status~~ ~~and~~ a valid vehicle registration and vehicle license plates **or a permanent windshield placard** indicating handicapped status as issued by the State of New Jersey, Division of Motor Vehicles, pursuant to N.J.S.A. 39:4-205 and 4-206. However, those persons who do not transport themselves, but are parents or legal guardians

of developmentally handicapped children residing on a full time basis within the same household and who would qualify under subsection B. of this section may be eligible, as established under N.J.S.A. 39:4-197.6 for such qualification. No restricted parking zones will be established for applicants who have a driveway, carport, garage or off street space available for their use. Circumstances will be considered concerning the ability of the handicapped person to effectively utilize the off street parking areas that are available.

...

(C) Applications for the establishment of restricted parking zones may be obtained **from** ~~and shall be filed along with a copy of the handicap sticker or placard with~~ the Town Clerk. An applicant shall **submit the application with their New Jersey driver's license, valid vehicle registration and vehicle license plates or a permanent windshield placard indicating handicapped status as issued by the State of New Jersey Motor Vehicle Commission, pursuant to N.J.S.A. 39:4-205 and 4-206.** ~~proof of issuance of the appropriate license tags, windshield placard or other documentation to qualify for the establishment of such a parking space.~~ The Town Clerk shall then forward all applications to the ~~Handicapped Parking Inspector/Welfare Investigator~~ **the Police Chief** or his **designee** ~~designated agent~~ who shall investigate each application for compliance with the applicable statutes, regulations and this section. After the ~~Handicapped Parking Inspector/Welfare Investigator~~ **Police Chief or his designee** has made such a determination, he shall then submit the application back to the Town Clerk. The Town Clerk shall then forward it to the Mayor and Council for review and consideration.

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

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

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on August 26, 2025 and finally adopted by the Mayor and Council on September 23, 2025.

Town Clerk Mayor

Introduction 8-26-25

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

Adoption 9-23-25

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

ORDINANCE NO. 2025-31

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "POLICE DEPARTMENT" TO UPDATE THE CONDITIONS FOR APPOINTMENTS

WHEREAS, the Mayor and Council, upon recommendation of the Police Chief, have determined that changes to the Ordinance entitled "Police Department" shall be made to account for the current personnel needs of the Department.

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

1. Chapter 28 entitled "Police Department," "§28-11 Appointment required prior to permission for course" of the Code of the Town of Secaucus is hereby amended and supplemented to read as follows: (deletions are indicted by ~~crossouts~~; additions are indicated in **bold**):

§ 28-11. Appointment required prior to permission for course.

No person shall be permitted to take the basic training course unless such person holds a probationary ~~or temporary~~ appointment as a police officer in the Town of Secaucus, and such appointee shall be entitled to a leave of absence with pay during the period of the basic police training course.

(A) Notwithstanding other provisions contained in this chapter, in the event that the governing body finds that it would be in the best interest of the Town of Secaucus to waive the regular process and hire one or more police officers who will be appointed to a probationary period as proved by this Article who satisfy the following conditions, then the governing body, in its discretion, may waive the requirements that such officer take a written examination and oral examination as specified in § 28-8A, and may hire the probationary officer(s). However, prior to hiring such probationary officer under these circumstances, all candidates must first complete the Police Department background investigation in accordance with the terms of this Article and satisfactorily complete the physical fitness and psychological/medical fitness evaluation for service as a police officer. The conditions which such lateral hires must satisfy are as follows:

(1) The applicant must have successfully completed the Alternate Route Program, including a full Basic Course for Police Officers (BCPO) training course at a school approved and authorized by the New Jersey Police Training Commission pursuant to N.J.S.A. 52:17B-69.1; or

~~(1)~~**(2)** The applicant must be serving as a law enforcement officer in any State of New Jersey, county, or municipal law enforcement department or agency or County Sheriff's office at the time of application; ~~or~~ **and**

~~(2)~~ **(3)** Must have at least 18 months' experience prior to an application for such lateral transfer as a law enforcement officer in any State of New Jersey, county, or municipal law enforcement department or agency, or County Sheriff's office and served in that capacity within the 18 months preceding his or her application for lateral transfer to the Town Police Department; and

~~(3)~~ **(4)** Must have satisfactorily completed a working test period in a New Jersey state law enforcement title or in a law enforcement title in a county or municipality which has adopted Title 11A, Civil Service, of New Jersey statutes or has satisfactorily completed a comparable, documented probationary period in a law enforcement title in a county or municipality which has not adopted Title 11A, Civil Service, of New Jersey statutes;

...

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

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on August 26, 2025 and finally adopted by the Mayor and Council on September 23, 2025.

Town Clerk Mayor

Introduction 8-26-25

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

Adoption 9-23-25

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. 2025-32

AN ORDINANCE AMENDING CHAPTER 109 OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "TREE CONSERVATION" TO ESTABLISH PROCEDURES FOR TREE REMOVALS AND REPLACEMENTS

WHEREAS, the Town of Secaucus (the "Town"), pursuant to recently revised stormwater regulations promulgated by the New Jersey Department of Environmental Protection, seeks to implement new regulations within Chapter 109 in order to provide permitting procedures for the removal and replacement of certain trees within the Town; and

WHEREAS, trees play a critical role in the water cycle and in the mitigation of stormwater runoff issues such as soil erosion, pollutant reduction, infiltration, quantity reduction and thermal effects; and

WHEREAS, the Town's 2023 Tier A MS4 Permit Renewal requires permittees to adopt and enforce a community-wide ordinance to control tree removal and replacement for all types of properties where the Town has jurisdiction; and

WHEREAS, the Mayor and Council hereby amend the Town Code to implement regulations pertaining to tree removal and replacement procedures;

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

1. Chapter 109 entitled "Tree Conservation," of the Code of the Town of Secaucus is hereby amended and supplemented to read as follows: (deletions are indicted by ~~crossouts~~; additions are indicated in **bold**):

   § 109-1. Title.

   This chapter shall be titled "Tree Conservation."

   § 109-2. Purpose.

   The purpose of this chapter is to establish regulation(s) of the planting of shade and ornamental trees and shrubberies now erected or hereafter planted within the Town of Secaucus, which regulations shall include planting, trimming, spraying, caring and protection thereof, the regulation and control of ground surrounding the same, the removal of any tree dangerous to the public safety, ~~and~~ the treatment to and of any tree situated on private property believed to harbor disease or insects~~.~~**, and to establish the requirements for tree removal and replacement to reduce soil erosion and pollutant runoff, promote**

infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

§ 109-3. Definitions

CALIPER
The diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

DIAMETER AT BREAST HEIGHT (DBH)
The diameter of the trunk of a mature tree generally measured at a point four and a half feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the 4 ½ foot height, the DBH shall be measured at the highest point before any division.

DRIPLINE
A limiting line established by a series of perpendicular drop points marking the maximum radius of the crown of an existing tree, but not less than six (6) feet from the trunk, whichever is greater; and within which no construction or disturbance shall occur.

REPLACEMENT TREE
A nursery-grown certified tree, properly balled, marked with a durable label indicating genus, species, and variety, and approved by the Administrator of Tree Conservation.

STREET TREE
A tree planted in the sidewalk, planting strip, and/or in the public right-of-way adjacent to (or specified distance from) the portion of the street reserved for vehicular traffic. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

TREE
A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

§ 109-34. Authority of Mayor and Council; appointment of Administrator of Tree Conservation.

~~A. The Mayor and Council or the Administrator of Tree Conservation in consultation with the Advisory Committee of Tree Conservation shall enforce all provisions hereof.~~

The Mayor and Council shall appoint an Administrator of Tree Conservation to administer and enforce the provisions hereof, consistent with this chapter. Such

appointee shall serve at the pleasure of the Mayor and Council. Such person shall be known as Administrator of Tree Conservation.

§ 109-45. Administrator of Tree Conservation.

The Administrator of Tree Conservation shall enforce and administer the provisions hereof in consultation with the Advisory Committee of Tree Conservation. All matters respecting this chapter shall be addressed to the Administrator of Tree Conservation, and all decisions of the said Administrator shall be in writing, which writing shall disclose the matter of any application or determination by such Administrator ~~stating expressly the recommendation of the Advisory Committee including a synopsis of minutes of the Advisory Committee respecting such matter~~.

§ 109-56. Powers and duties: ~~Mayor, Council and~~ Administrator of Tree Conservation.

A. Without limiting any other provisions hereof, ~~the Mayor and Council or~~ the Administrator of Tree Conservation in consultation with the **Advisory Committee of Tree Conservation** ~~Tree Advisory Committee of Conservation~~ shall:

...

(3) Administer treatment to, or remove, any tree or shrub situated upon private property which is believed to harbor a disease or insects readily communicable to neighboring healthy trees or shrubs in the care of this ~~t~~Town and enter upon private property for that purpose, with the consent of the owner thereof, provided the suspect condition is first confirmed by certification issued by or on behalf of the Department of Agriculture.

B. The ~~Mayor and Council or~~ Administrator of Tree Conservation shall be empowered specifically to control and protect shade trees and shrubs, and shall enforce the provisions of this chapter:

(1) No person shall do, or cause to be done, any of the following acts upon a public highway, public park or other public place within the ~~t~~Town without the written permission of ~~the Mayor and Council or~~ the Administrator of Tree Conservation:

...

(2) Tree topping. It shall be unlawful for any person to top any ~~street~~ tree. For the purpose of this chapter, "topping" is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempt from this ordinance at the determination of the Administrator of Tree Conservation.

...

(6) Tree maintenance. Property owners of trees extending over a ~~t~~Town right-of-way or rubbing against town owned buildings or structures are required to trim, or remove same to the extent necessary to preserve same in a healthy condition or to prevent same from endangering the public welfare, interfering with public travel or traffic sidewalks, streets, highways or the right-of-way. As trees come to mature height, all branches over road must be elevated in a manner to allow free movement of traffic.

(a) Whenever it shall become the duty of any such owner of such tree to trim or remove such tree under the requirements of this chapter and the work as directed by the Administrator of Tree Conservation shall not have been done at the expiration of (30) days after personal notice to such owner or 35 days after mailing of a notice, postage prepaid, to the post office address of such owners, or satisfactory explanation shall not have been presented for such failure, then ~~the Mayor and Council or~~ the Administrator of Tree Conservation may authorize such work to be performed under their direction and paid for out of the monies of the town to the credit of the Town of Secaucus. The cost of said work shall be certified by the **Administrator of Tree Conservation** ~~Mayor and Council~~ or their designee to the Secaucus Chief Financial Officer. Upon filing the said certificate, the amount of the cost of such work shall be paid to the ~~t~~Town by the property owner.

(b) If the **Administrator of Tree Conservation** ~~Mayor and Council~~ or their designee shall require the removal or remove any such tree as is referred to in this chapter, a replacement tree, approved by the Secaucus Tree Conservation Administrator, must be purchased by the owner, through the Town Tree Planting Program.

(7) Enforcement.

(a) The requirements of this chapter shall be enforced by ~~the Mayor and Council or~~ the Administrator of Tree Conservation.

(b) The ~~Mayor and Council or~~ Administrator of Tree Conservation may order to be stopped forthwith any tree work or other activity which it or he/she believes is carried on in violation of any provisions of this chapter. The order shall be issued in writing within 24 hours and a copy served upon any person engaged in such tree work or such other activity. If no such person is present upon the property, then the order shall be served upon the owner of the property in question. Thereafter, any further work shall comply with the terms and conditions of any permit issued by the Administrator of Tree Conservation or its designee with respect to such property and the provisions of this chapter.

§ 109-~~6~~7. Advisory Committee.

...

D. Meetings of the **Advisory Committee of Tree Conservation** ~~Tree Conservation Committee~~ shall be called by ~~the Mayor and Council or~~ the **Advisory Committee of Tree Conservation** ~~Tree Conservation Administrator or any three members of the Advisory Committee~~, which meeting shall require three days notice ~~to the Mayor and Council, Administrator of Tree Conservation and the Tree Advisory Committee~~.

~~§ 109-7. Establishment of rules, regulations, by-laws.~~

~~The Mayor and Council may establish rules and regulations and amend the same, from time to time, as it deems necessary to enforce or effectuate the purpose hereof.~~

~~§ 109-8. Appeals.~~

~~Any person wishing to appeal any decision of the Administrator of Tree Conservation and/or the Advisory Committee of Tree Conservation may do so by filing such an appeal with the Mayor and Council within 30 days of such written decision of the Tree Conservation Administrator and/or Advisory Committee stating the basis therefor and the relief requested whereupon the Mayor and Council shall conduct a hearing respecting such appeal; the Mayor and Council may affirm, reverse or remand the decision of the Administrator of Tree Conservation or the Advisory Committee.~~

~~Any person wishing to appeal any decision of the Mayor and Council shall seek such relief in a court of competent jurisdiction.~~

§ 109-~~9~~8. ~~Issuance of permits.~~ **Permits Required; Prohibitions and Exemptions.**

~~Requests for permits required by the provisions of this chapter for the performance of work should be directed to the Advisory Committee of Tree Conservation regarding Tree Conservation, c/o Superintendent of Public Works, 370 Secaucus Road, Secaucus, New Jersey 07094. A permit to replace a tree will require a $200 payment to the town to defray the cost of the replacement tree. If a replacement tree dies of natural causes within 12 months of planting, the town will replace that tree at its sole expense.~~

A. Permit. With the exception of the exemptions hereinafter set forth, no tree with a three (3) inch DBH shall be cut or otherwise removed from any lands in the Town without a Tree Removal Permit or approval of the Planning Board or Zoning Board.

(1) All applications to the Planning Board or Zoning Board for approval of major subdivisions, minor subdivisions or site plans requiring tree

removal shall include detailed information regarding the proposed tree removal. All applications for construction permits or zoning permits involving construction requiring tree removal shall include a completed Tree Removal Permit Application, listing the trees on the property with a DBH equal to or greater than three inches identified by size and species, including total number of each, and whether the tree is to be removed and for what purpose, along with a sketch of the approximate location of the trees to be removed.

(2) Any residential, commercial, business, or industrial property owner wishing to remove trees upon said lot must comply with the provisions of this chapter. The application shall be submitted to the Administrator of Tree Conservation for review and approval and receive a Tree Removal Permit.

(3) Except as provided in Subsection C of this section, no more than two (2) trees may be removed within any two (2) year period (defined as a twenty-four (24) month period, not January to December calendar year).

B. Prohibitions. Notwithstanding Subsection A above, no person shall be permitted to do any of the following:

(1) Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations.

(2) Cut down or remove any tree within a conservation easement.

(3) Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive drainage alterations or mechanical damage.

(4) With regard to commercial properties, major and minor subdivisions and site plans, cut down or remove any tree unless the cutting or removal is performed by a tree care professional duly licensed under the Tree Expert and Tree Care Operator Licensing Act, N.J.S.A. 45:15C-11 et seq.

C. Exemptions. The following shall be exempt from this chapter, subject to the review and approval of the Administrator of Tree Conservation:

(1) Trees less than three (3) inch diameter at breast height (DBH).

(2) Trees directed to be removed by municipal, county, state, or federal authority pursuant to law.

(3) Removal of trees which are dead, dying, or diseased, or trees which have suffered damage, or any tree whose angle of growth makes it a hazard to structures, roads, or human life.

(4) Removal of trees which appear to cause structural damage to buildings or foundations.

(5) Pruning or removal of trees within the right-of-way by utility companies for maintenance of utility wires or pipelines and the pruning of trees within sight easements.

(6) Those projects which have received major or minor subdivision or site plan approval prior to the effective date of this chapter and amended major or minor subdivision and site plans.

(7) Removal of any tree considered invasive or undesirable by Rutgers University Cooperative Extension Service or other qualified entity (See Section 109-17).

§ 109-9. Tree Removal Requirements for Major and Minor Subdivisions and Site Plans.

(A) Each application to the Administrator of Tree Conservation for removal of trees for commercial properties, major or minor subdivisions or site plans shall include the following information, on the form provided by the Town:

(1) The name(s), address(es), phone number(s) and email address(es) of the owner(s) of the property (including lot and block numbers) from which the trees are proposed to be removed.

(2) The name, address, phone number, and email address of the applicant. Where the applicant is not the property owner, written consent of the property owner is required.

(3) The name, address, phone number, and email address of the tree care professional/business.

(4) A list of all trees to be removed with a DBH equal to or greater than three inches identified by size.

(5) Purpose for tree removal. Only those trees necessary to permit the construction of buildings, structures, streets, driveways, infrastructure, and other authorized improvements shall be removed. Existing vegetation shall be preserved to the greatest extent feasible.

(6) Location of individual trees with a DBH equal to or greater than three (3) inches identified by size within the area of development/limit of disturbance.

(7) Location of individual trees with a DBH equal to or greater than six (6) inches identified by size beyond the area of development/limit of disturbance.

(8) Location of individual existing trees and their driplines noted for preservation within the area of development/limit of disturbance identified by size. Where clusters of trees exist on the site or are contiguous with adjacent sites, fragmentation of the cluster shall be avoided where possible.

(9) A list of all replacement trees, if applicable.

(10) A map drawn to scale showing the location of all trees to be removed and the location of all required replacement trees.

(B) The applicant shall clearly mark, in a manner approved by the Administrator of Tree Conservation, the trunk of each tree proposed to be removed at a height of four and one half (4 ½) feet above the ground so that such tree or trees may be inspected more easily by the Administrator of Tree Conservation or his/her designee.

(C) There is no application fee required when the application for tree removal is submitted as part of a site plan or subdivision application.

§ 109-10. Tree Replacement and Reforestation Requirements for Major and Minor Subdivisions and Site Plans.

(A) The replacement of trees shall occur as prescribed in the following table for major and minor subdivisions and site plans:

DBH of Existing Tree Removed	Number of Replacement Trees
Between 3 and 12 inches	1
Between 12.1 and 24 inches	2
Between 24.1 and 36 inches	3
Greater than 36 inches	5

(B) Replacement trees may include shade trees and evergreen trees. Replacement trees shall be approved by the Administrator of Tree Conservation (See Section 109-17). The tree species, minimum height and caliper of the replacement tree at installation shall follow the minimums listed in Section 109-17, if applicable.

(C) Replacement tree(s) shall be of nursery-grade quality, balled and burlapped and installed on site. If the applicant cannot locate all the required replacement trees on their lot, then the applicant shall be required to deposit a non-refundable four hundred dollars ($400.00) per required replacement tree into the Secaucus Tree Fund, which shall be used to plant trees in the Town's parks, along the Town's streets and on other Town-owned properties.

(D) Newly planted replacement trees shall be monitored by the Administrator of Tree Conservation or his/her designee for a period of one (1) year to ensure the health of the trees. If the replacement trees die within the one (1) year period, the developer/applicant shall replace the dead tree.

§ 109-11. Tree Removal and Protection on Properties Where No Site Plan or Subdivision is Required.

(A) This section applies to tree removal applications for properties, which are not required to submit a major subdivision, minor subdivision or site plan application under the Municipal Land Use Law, specifically, N.J.S.A. 40:55D-37 (Article 6, Subdivision and Site Plan Review and Approval).

(B) Each application to the Administrator of Tree Conservation for removal of trees on property where no site plan or subdivision is required shall include the following information, on the form provided by the Town:

> **(1) The name(s), address(es), phone number(s) and email address(es) of the owner(s) of the property (including lot and block numbers) from which the trees are proposed to be removed.**
>
> **(2) The name, address, phone number, and email address of the applicant. Where the applicant is not the property owner, written consent of the property owner is required.**
>
> **(3) If applicable, the name, address, phone number, and email address of the tree care professional/business.**
>
> **(4) A list of all trees to be removed with a DBH equal to or greater than three inches identified by size.**
>
> **(5) Purpose for tree removal. Only those trees necessary to permit the construction of buildings, structures, streets, driveways, infrastructure, and other authorized improvements shall be removed. Existing vegetation shall be preserved to the greatest extent feasible.**
>
> **(6) A list of all replacement trees, if applicable.**

(7) A map drawn to scale showing the location of all trees to be removed and the location of all required replacement trees.

(C) The applicant shall clearly mark, in a manner approved by the Administrator of Tree Conservation, the trunk of each tree proposed to be removed at a height of four and one half (4 ½) feet above the ground so that such tree or trees maybe inspected more easily by the Administrator of Tree Conservation or his/her designee.

(D) Fees.

(1) There is no application fee required when the application for tree removal is for a property zoned as residential.

(2) If the subject property is not zoned as residential, and does not involve a site plan/subdivision, at the time of application, the applicant shall pay an application fee of fifty dollars ($50.00).

§ 109-12. Tree Replacement Requirements for Individual Lot Applications Where No Site Plan or Subdivision is Required.

(A) The replacement of trees shall occur as prescribed in the following table for individual lot applications for tree removal applications for properties, which are not required to submit a major subdivision, minor subdivision or site plan application under the Municipal Land Use Law, specifically, N.J.S.A. 40:55D-37 (Article 6, Subdivision and Site Plan Review and Approval).

DBH of Existing Tree Removed	Number of Replacement Trees
Between 3 and 12 inches	1
Between 12.1 and 24 inches	1
Between 24.1 and 36 inches	2
Greater than 36 inches	3

(B) Replacement trees may include shade trees and evergreen trees. Replacement trees shall be approved by the Administrator of Tree Conservation (See Section 109-17). The tree species, minimum height and caliper of the replacement tree at installation shall follow the minimums listed in Section 109-17, if applicable.

(C) Replacement tree(s) shall be of nursery-grade quality, balled and burlapped and installed on site. If, in the opinion of the Administrator of Tree Conservation, the applicant cannot locate all the required replacement trees on their lot, then the applicant shall be required to deposit a nonrefundable four hundred dollars ($400.00) per required replacement tree into the Secaucus Tree Fund, which shall be used to plant trees in the Town's parks, along the Town's streets and on other Town-owned properties.

(D) Newly planted replacement trees shall be monitored by the Administrator of Tree Conservation or his/her designee for a period of one (1) year to ensure the health of the trees. If the replacement trees die within the one (1) year period, the applicant shall replace the dead tree.

§ 109-13. Procedures, Factors and Standards for Application Review and Approval.

(A) Inspection. Within twenty (20) days after receipt of an application for a Tree Removal Permit, the Administrator of Tree Conservation or his/her designee shall communicate with the applicant and arrange for a site inspection.

(1) Submission of the application shall be deemed consent for the officer to enter onto the property on which the tree(s) to be removed is located during normal and reasonable business hours.

(2) Prior to any tree removal, all trees must be marked and areas to be cleared identified for inspection by the Administrator of Tree Conservation or his/her designee.

(3) The Administrator of Tree Conservation or his/her designee shall periodically inspect the site throughout the duration of construction in order to ensure compliance with this chapter. Such inspection shall be made of the site referred to in the application and of contiguous and adjoining lands, as well as of lands in the vicinity of the application, for the purpose of determining drainage conditions and physical conditions existing thereon.

(B) Review Standards. In accordance with the design requirements provided in this chapter, unless otherwise indicated herein a Tree Removal Permit may only be granted for the following reasons and under the following terms and conditions:

(1) Where the area proposed for tree removal is to be occupied by: a building or other structure; a street or roadway; a driveway; a parking area; a patio; a swimming pool; a recreation area; a power, drainage, sewerage or any other utility line, easement or right-of-way; or where the area of tree removal is ten (10) feet or less from either side of or around the perimeter of any of the foregoing, whichever is applicable.
(2) In areas proposed for tree removal which are not to be occupied by any of the uses or facilities set forth in paragraph (B)(1) of this subsection:

(a) Where the continued presence of such tree or trees is likely to cause danger to persons or property upon the property for which removal is sought, or upon adjoining or nearby property.

(b) Where the location of such tree or trees has a cut, depression or fill of land, or the topography of the land is of such a character as to be injurious or dangerous to such tree or trees or to tree or trees located nearby.

(c) Where removal of trees is for the purpose of conducting forestry activities, which activities include, but are not limited to, the harvesting of trees in accordance with a forest management plan and the thinning out of a heavily wooded area, with some trees to be removed and other trees to be saved.

(3) In addition to the foregoing requirements stated above, the Administrator of Tree Conservation may grant a Tree Removal Permit based upon one or more of the following circumstances:

(a) Where the location of an existing tree provides no other alternative but to place a structure outside the permitted building setbacks.

(b) Where the location, angle or growth of an existing tree makes it a hazard to structures or human life.

§ 109-14. Permit Approval.

(A) Protection of Trees. Whenever an application for tree removal is granted under the terms and conditions of this chapter, the following protective measures shall be observed:

(1) No material or temporary soil deposits shall be placed within the dripline of any existing tree to be preserved.

(2) Except while engaged in tree removal, no equipment shall be operated within six feet of any tree protected by this chapter, nor shall such equipment be operated at any time in such a manner as to break, tear, bruise, decorticate or otherwise injure any living or dormant tree. Except while engaged in tree removal, all requirements of this section shall be observed.

(B) Time Limits.

(1) Where the permit application is submitted as a part of an application for commercial property, major subdivision, minor subdivision or site plan approval, the time for approval shall be governed by the timing requirements applicable to major subdivision, minor subdivision, or site plans.

(2) Where the application is made in connection with a residential, commercial, business or industrial lot that is not part of a major or minor subdivision or site plan, the Administrator of Tree Conservation shall act on the application within twenty (20) business days of its receipt or within such additional time as is consented to by the applicant. Failure to act within twenty (20) business days, or any extension thereof, shall be deemed to be an approval of the application and, thereafter, a Tree Removal Permit shall be issued.

(3) Approval by default with regard to a major subdivision, minor subdivision and site plan applications shall not be deemed to be a waiver of a Tree Removal Permit.

(C) Duration. Permits granted for the removal of trees under the terms and conditions of this chapter shall run with the land and shall remain in force and effect for twelve (12) months from the date of issuance.

(D) Notice of Commencement of Tree Removal. The holder of a Tree Removal Permit shall notify the Administrator of Tree Conservation in writing at least five business days in advance of when the tree removal activity will commence and the manner of disposal of the removed trees. In the case of the removal of dead or diseased trees, the dead or diseased trees shall not be turned into mulch and applied to the site but shall be removed from the site and legally disposed of in a manner so as to not disease other trees on site.

§ 109-15. Appeals.

Any person wishing to appeal any decision of the Administrator of Tree Conservation and/or the Advisory Committee of Tree Conservation may do so by filing such an appeal with the Mayor and Council within thirty (30) days of such written decision of the Tree Conservation Administrator and/or Advisory Committee stating the basis therefor and the relief requested whereupon the Mayor and Council shall conduct a hearing respecting such appeal; the Mayor and Council may affirm, reverse or remand the decision of the Administrator of Tree Conservation ~~or the Advisory Committee~~.

Any person wishing to appeal any decision of the Mayor and Council shall seek such relief in a court of competent jurisdiction.

~~§ 109-10. Budget.~~

~~During the month of December of each year, the Administrator of Tree Conservation and the said Advisory Committee shall provide to the Mayor and Council of the Town of Secaucus a recommended estimated annual budget necessary for the proper operation of this chapter; the Mayor and Council shall annually appropriate such sums as they deem necessary for the proper operation and administration of this chapter.~~

§ 109-1~~1~~6. Penalties; ~~j~~Jurisdiction of Courts.

(A) When regulated trees are removed without a Tree Removal Permit, the affected areas shall be replanted to the satisfaction of the Administrator of Tree Conservation in accordance with applicable the replacement schedule.

(B) In addition to the requirements of Subsection A of this section, ~~T~~the Mayor and Council or Administrator of Tree Conservation may prescribe a fine for the violation of any of its rules or regulations adopted pursuant thereto, not to exceed $200 for each violation, and the Secaucus Municipal Court shall have jurisdiction to act on such violations as the ~~Mayor and Council or~~ Administrator of Tree Conservation shall enact. The Court may impose any such other penalty of up to $1,000 per violation or penalty as may be provided by law and impose such decision to enforce the provisions and intent of this chapter. Each day that such violation shall continue, shall be deemed to be a separate and distinct offense.

§ 109-17. Approved Tree List

The following list of approved trees are based upon species native to New Jersey and are subject to seasonal availability and commercial grower's inventory.

The list is divided into Shade/Street Trees, Evergreens and On Property trees. All trees along streets and public rights-of-way will be Shade/Street Trees. Evergreen trees must be a minimum height of six (6) feet and On Property trees must be a minimum caliper of two and a half (2.5") inches.

<u>Shade/Street Trees</u>
Trident Maple
Chalkbark Maple
Purpleblow Maple
Red Sunset Maple
Queen Elizabeth Maple
Zelkova
Slender Silhouette Sweetgum
American Hornbeam
Persian Parrotia
Okame Cherry
Sargent Cherry
Columnar Sargent Cherry
Yoshino Cherry
Canada Red
Japanese Tree Lilac

<u>Evergreens</u>
Eastern Red Cedar
Blue Atlas Cedar

Leyland Cypress
Rocky Mountain Juniper
Emerald Green Arborvitae
Green Giant Arborvitae
American Arborvitae
Eastern Hemlock
Norway Spruce
Blue Spruce
Colorado Blue Spruce
Concolor Fir

<u>On Property Trees</u>
Trident Maple
Chalkbark Maple
Purpleblow Maple
Red Sunset Maple
Paperbark Maple
Whitebarked Himalayan Birch
Clump River Birch
Single Stem River Birch
Eastern Redbud
Flowering Dogwood
Crape Myrtle
Okame Cherry
Columnar Sargent Cherry
Kwanzan Cherry
Sand Cherry
Akebono Cherry
Snow Cherry
Yoshino Cherry
Japanese Lilac Tree
French Hybrid Lilac
Chinese Elm
Slender Silhouette Sweetgum

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

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on August 26, 2025 and finally adopted by the Mayor and Council on September 23, 2025.

Town Clerk Mayor

Introduction 8-26-25

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

Adoption 9-23-25

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. 2025-33

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

SECTION 1

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

NAME OF STREET	SIDE	LOCATION
First Street	East	On the east side of First Street, beginning at a point 56 feet south of the southeast corner of Centre Avenue and First Street continuing south for a distance of 22 feet in front of 740 First Street
Ninth Street	East	On the east side of Ninth Street, beginning at a point 238 feet north of the northeast corner of Sampson Place and Ninth Street continuing north for a distance of 22 feet in front of 708 Ninth Street
Raydol Avenue	South	On the south side of Raydol Avenue, beginning at a point 128 feet west of the southwest corner of Chestnut Street and Raydol Avenue continuing west for a distance of 22 feet in front of 7 Raydol Avenue

That the parking space designated for 740 First Street adopted by Ordinance is to be personalized for Placard Number P2727567.

That the parking space designated for 708 Ninth Street adopted by Ordinance is to be personalized for Placard Number P3068214.

That the parking space designated for 7 Raydol Avenue adopted by Ordinance is to be personalized for Placard Number P3041869.

SECTION 2

SEVERABILITY

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

SECTION 3

REPEALER

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

SECTION 4

EFFECTIVE DATE

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on September 23, 2025 and finally adopted by the Mayor and Council on October 15, 2025.

Town Clerk Mayor

Introduction 9-23-25

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

Adoption 10-15-25

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

ORDINANCE No. 2025 - 34

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

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

WHEREAS, the Town has previously adopted an Ordinance specifying restricted parking zones in front of or near residences of handicapped drivers; and

WHEREAS, the Mayor and Council have determined that an amendment to § 127-58B of the Code of the Town of Secaucus is needed to update the placard number for a restricted parking location in the Town.

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

1. Chapter 127 entitled "Vehicles and Traffic", Article XIV entitled "Restricted Parking Zones," §127-58B "Designation of locations at or near private residences." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold;** deletions are indicated by ~~crossouts~~):

§ 127-58B. Designation of locations at or near private residences.

...

Name of Street	Side	Location
Blanche Street (Placard No. P797199)		
...		
Minnie Place (Placard No. ~~P1465037~~ **P2931187**)	West	On the west side of Minnie Place, beginning at a point 78 feet north of the southwest corner of Centre Avenue and Minnie Place, continuing north for a distance of 18 **feet** in front of 751 Minnie Place

...

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

3. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or

provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on September 23, 2025 and finally adopted by the Mayor and Council on October 15, 2025.

Town Clerk Mayor

Introduction 9-23-25

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

Adoption 10-15-25

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

ORDINANCE No. 2025 - 35

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF THE TOWN OF SECAUCUS TO UPDATE SWIM CENTER AND RECREATION CENTER FEES

WHEREAS, the Town of Secaucus, through its Department of Recreation, offers free admission to the Swim Center for Secaucus residents and discounted admission fees for their guests; and

WHEREAS, the Town of Secaucus, through its Department of Recreation, offers membership plans for the Recreation Center for Secaucus residents; and

WHEREAS, updates to the Ordinance for the Swim Center and Recreation Center are needed to reflect current fees.

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

1. Chapter 30 entitled "Recreation, Department of," of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold,** deletions are indicated by ~~strikethroughs~~):

§ 30-5. Secaucus Swim Center fees.

A. The current fees for membership at the Secaucus Swim Center shall be kept on file at the Town Clerk's Office. Proof of residency and/or age may be required to show eligibility for ~~membership plans or rates~~ **admission**.

~~B. The annual membership fee for the Secaucus Swim Center shall be reduced by 25% for the volunteer firefighter and his or her immediate family. There shall be a 50% reduction in the daily pool pass for the firefighter and his or her immediate family.~~

B~~C~~. The current fees for **guests of Secaucus residents,** furniture rental, equipment rental and the purchase of other ancillary swim items at the Secaucus Swim Center shall be kept on file at the Town Clerk's Office.

§ 30-7. Secaucus Recreation Center fees.

A. The membership plans available and applicable fees for the Secaucus Recreation Center shall be kept on file at the Town Clerk's Office. Proof of residency, business address, age and/or other supporting documentation may be required to show eligibility for membership rates or plans.

B. The current fees for replacement membership cards, and fees for the purchase of café items and other ancillary items shall be kept on file at the Town Clerk's Office.

C. The annual membership plans available and applicable fees for the Secaucus Recreation Center shall be reduced by 25% for the following individuals and his or her immediate family living in the same household: ~~volunteer firefighters,~~ active military personnel, full time Town of Secaucus employees, full time Secaucus Board of Education employees and full time Hudson County government employees. There shall be a 50% reduction in the daily pass rate for the specified individuals above and his or her immediate family living in the same household.

D. The annual membership plans available and applicable fees for the Secaucus Recreation Center shall be waived for **active Secaucus Volunteer Fire Department members and** any person qualified as a totally disabled veteran pursuant to the U.S. Department of Veteran Affairs or appropriate government office.

2. The above reflects the full revision to this Chapter. There are no other changes to this Chapter of the Code of the Town of Secaucus.

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

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on September 23, 2025 and finally adopted by the Mayor and Council on October 15, 2025.

Town Clerk Mayor

Introduction 9-23-25

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

Adoption 10-15-25

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

ORDINANCE NO. 2025-36

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

AN ORDINANCE ADDING CHAPTER 136 OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY"

WHEREAS, the Mayor and Town Council are aware that certain technological developments have made access to its Municipal Rights-of-Way ("ROW") desirable by certain telecommunications companies and operators for the placement of small wireless facilities, including, but not limited to, antennas, equipment, cables, wires, conduits and other appurtenances attached to poles used to transmit, receive, distribute and provide personal wireless services and communication services ("Small Wireless Facilities") and cabinets; and

WHEREAS, the Town has determined that its Municipal Rights-of-Way constitute a valuable resource to its citizens, finite in nature, by permitting the public to pass freely over and across these Municipal Rights-of-Way without unreasonable obstruction or interference, in a safe and secure manner; and

WHEREAS, providers within the wireless telecommunications industry have expressed interest in submitting applications for the installation of Small Wireless Facilities in the Town's public rights-of-way, and other New Jersey municipalities have also received applications for Small Wireless Facilities to be located within the public right-of-way; and

WHEREAS, the Town recognizes that the use of its Municipal Right-of-Way must be managed carefully with the utmost consideration given to general welfare and best interest of its citizens; and

WHEREAS, the Federal Telecommunications Act (the "FTA") preserves local government's ability to "manage the public Rights-of-Way…" 47 U.S.C. § 253(c); and

WHEREAS, the FTA preserves local government's authority over the "placement, construction and modification of personal wireless service facilities." 47 U.S.C. § 332(c)(7)(A); and

WHEREAS, the FTA makes it unlawful for local government to prohibit or have the effect of prohibiting the provision of personal wireless service. U.S.C. § 332(c)(7)(B)(i)(II); and

WHEREAS, the FTA provides that municipalities "shall not unreasonably discriminate among providers of functionally equivalent services." U.S.C. § 332(c)(7)(B)(i)(I); and

WHEREAS, 4G and 5G wireless technology involves the placement of Small Wireless Facilities, poles, and cabinets in the Municipal Right-of-Way; and

WHEREAS, New Jersey municipalities must give consent before a Small Wireless Facility can be placed on an existing pole pursuant to N.J.S.A. 48:3-19 and N.J.S.A. 27:16-6; and

WHEREAS, New Jersey municipalities must give consent to the installation of a new pole within a Municipal Right-of-Way pursuant to N.J.S.A. 48:17-10; and

WHEREAS, the installation of Small Wireless Facilities, cabinets, and poles in the Municipal Right-of-Way raise concerns related to sight triangles, minimum sidewalk width and dimensions, access to and from parked vehicles, other safety related issues related to the use of roadways and the ability of the public to pass over the Municipal Rights-of-Way, shade trees and aesthetics; and

WHEREAS, the Federal Highway Administration has acknowledged the problem concerning Municipal Rights-of-Way by stating "[as] demand for the finite space in existing Right-of-Way increases, the difficulty and cost of adding new utility facilities and relocating existing utility facilities also increases." Federal Highway Administration, *Avoiding Utility Relocations*, https://www.fhwa.dot.gov/utilities/utilityrelo/2.cfm (accessed March 22, 2021); and

WHEREAS, on September 26, 2018, the Federal Communications Commission (the "FCC") adopted a Declaratory Ruling and Third Report and Order, WT Docket No. 17-79; WC Docket 17-84 (the "FCC Order"); and

WHEREAS, the FCC Order provides that municipalities can impose aesthetic and location requirements on Small Wireless Facilities and related infrastructure including, but not limited to, poles, antennas, and cabinets, where said requirements are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployment; and, (3) are published in advance; and

WHEREAS, the Town has determined to create a Small Cell permit system for all poles, cabinets and Small Wireless Facilities which are proposed to be placed in the Municipal Rights-of-Way; and

WHEREAS, the Town has determined that it is necessary to set forth clear standards in relation to the siting of poles, cabinets, and Small Wireless Facilities within the Municipal Rights-of-Way to enhance public safety, preserve the aesthetics of the community, and for the benefit of its citizens, utilities and telecommunications providers which use, or will seek to make use of, the Municipal Right-of-Way

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

1. Chapter 136 entitled "Telecommunications Facilities in the Public Right-Of-Way", of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (deletions are indicted by ~~crossouts~~; additions are indicated in **bold**)

§ 136-1. Short Title.

This Chapter is titled the "Telecommunications Facilities in the Public Right-of-Way" and amends all applicable provisions of the Revised General Ordinances of the Town of Secaucus, and any existing local laws, rules, orders, resolutions and ordinances relating to the subject matter of this Chapter.

§ 136-2. Purpose.

It is the intent of this Chapter to regulate the placement of telecommunications equipment, including poles, towers, antennas and other infrastructure located on Municipal Rights-of-Way. The placement of telecommunications equipment outside of the Municipal Right-of-Way shall be governed by Chapter 135 Zoning.

It is furthermore intended that this Chapter shall control in the event of any inconsistency between the provisions of this Chapter and any existing agreements, licenses or franchises in existence and which govern existing Small Wireless Facilities in the Municipal Right-of-Way, and that the prevailing terms of this Chapter shall supersede and replace any conflicting terms in said agreements or licenses, and shall govern all future relationships between the Town and the applicable parties in said licenses and agreements.

§ 136-3. Definitions.

A. "Administrative Review" means ministerial review of an Application by the Town relating to the review and issuance of a Permit, including review by the Designee, a wireless consultant with knowledge beyond the expertise of Town personnel, as well as the Construction Official, Zoning Officer, Director of Public Works, Town Engineer, or other Town staff or designees to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter. Administrative review may also include Zoning Board, Planning Board, and/or New Jersey Sports and Exposition Authority ("NJSEA") review and approval, as required by law.

B. "Antenna" means communications equipment that transmits and/or receives over-the-air electromagnetic signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

C. "Applicable Codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Town or otherwise are applicable in the jurisdiction.

D. "Applicant" means a Person or entity who submits an Application under this Chapter.

E. "Application" means a written request submitted by an Applicant to the Town for a Permit (i) to locate or Collocate, or to modify, a Communications Facility underground or on any existing Support Structure, Pole, or Tower, or (ii) to

construct, modify or Replace a new Support Structure, Pole or Tower or any other structure on which a Communications Facility will be Collocated.

F. "Collocate" means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Facility. "Collocation" has a corresponding meaning. The term does not include the installation of a new Pole, Tower or Support Structure in the Public Right-of-Way.

G. "Communications Facility" means, collectively, the equipment at a fixed location or locations that enables communication between user equipment and a communications network, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached. A Wireless Facility is an example of a Communications Facility.

H. "Communications Service Provider" means a cable operator, as defined in 47 U.S.C. §522(5), a provider of information service, as defined in 47 U.S.C. §153(24); or a provider of telecommunications service, as defined in 47 U.S.C. §153(53); or provider of fixed wireless or other wireless services as defined in 47 U.S.C. §332(c)(7)(C)(i). A Wireless Service Provider is an example of a Communications Service Provider.

I. "Contract for Professional Services" means a contract through which the Town has entered into an arrangement with an individual, attorney consultant or firm for same to provide professional consulting services pursuant to this Chapter, said contract being in conformance with New Jersey Public Contracts Law, Pay-to-Play Laws and other applicable laws governing such contracts and agreements.

J. "Deployable" means a portable, self-contained Wireless Facility that can be moved to a specified location or area and provide Wireless Services on a temporary or emergency basis such as a "cell on wheels" or "COW," "cell on light truck" or "COLT," tethered balloon, tethered drone or other unmanned device.

K. "Designee" means the Town Engineer.

L. "Eligible Facilities Request" means an eligible facilities request as set forth in 47 C.F.R. Section 1.6100(b)(3), as may be amended from time to time.

M. "FCC" means the Federal Communications Commission of the United States.

N. "Fee" means a one-time, nonrecurring charge, whether a fixed amount or cost-based amount based on time and expense.

O. "Laws" means, collectively, any and all federal, state, or local law, statute, common law, code, rule, regulation, order, or ordinance.

P. "Occupant" means any occupant of the Public Right-of-Way, including any Wireless Provider, Wireless Infrastructure Provider, utility company, or public or private entity with a physical presence or right to maintain a physical presence on, under or across the Public Right-of-Way.

Q. "Ordinary Maintenance, Repair and Replacement" means (i) with respect to a Communications Facility and/or the associated Support Structure, Pole or Tower, inspections, testing, repair and modifications that maintain functional capacity, aesthetic and structural integrity, and (ii) with respect to a Communications Facility only, the replacement of Antennas and/or other components of the Communications Facility (specifically, such as a swap out of small cell Antennas and radio equipment as required by the Applicant), with Antennas and/or other components identical in color, aggregate size and other aesthetics to that previously permitted by the Town (and/or consistent with the same height and volume limits for Wireless facilities under this Chapter), so long as the Support Structure, Pole, or Tower will structurally support, or prior to installation will be modified to support, the structural load. Modifications are limited to by the structural load analysis supplied by the Applicant to the Town, and by the volume limits in the Design Standards.

R. "Permit" or "Small Cell Permit" means a written authorization (in electronic or hard copy format) required by the Town to initiate, continue, or complete the installation, upgrade or modification of a Communications Facility, or an associated Support Structure, Pole, or Tower.

S. "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the Town.

T. "Pole" means a pole, such as a utility, lighting, traffic, or similar pole, made of wood, concrete, metal or other material, located or to be located within the Public Right of Way or Utility Easement. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached unless the Town grants a waiver for such pole. The term does not include electric transmission poles or structures. A Pole does not include a Tower or Support Structure.

U. "Provider" means a Communications Service Provider or a Wireless Provider.

V. "Public Right of Way", "Public ROW" or "Municipal ROW" means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, but not including a federal interstate highway or other area not within the legal jurisdiction, or within the legal ownership or control of the municipality.

W. "Rate" means a recurring charge.

X. "Replace" or "Replacement" means, in connection with an existing Pole, Support Structure or Tower, or Communications Facility, as the case may be, to replace (or

the replacement of) same with a new structure, similar in design, size and scale to the existing structure and in conformance with current Town building code, zoning provisions and other applicable regulations, in order to address limitations of, or change requirements applicable to, the existing structure to structurally support Collocation of a Communications Facility. In connection with replacement of a Pole or Tower to support Collocation of a Wireless Facility, similarity in size and scale shall be evaluated consistent with 47 C.F.R. 1.6100 (b)(7).

Y. "Small Wireless Facility" means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider's Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than three (3) cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services. The following additional parameters apply to Small Wireless Facilities: (i) Total height of Small Wireless Facility and supporting structure is less than fifty (50) feet, or the Small Wireless Facility is mounted on structures no more than ten percent (10%) taller than adjacent structures, or the Small Wireless Facility does not extend the existing structure to a height of greater than fifty (50) feet or by more than ten percent (10%) of the original height, whichever is greater.

Z. "State" means the State of New Jersey.

AA. "Support Structure" means a building, a billboard, a water tank or any other structure to which a Communications Facility is or may be attached. Support Structure does not include a Pole or a Tower.

BB. "Tower" means any structure built for the sole or primary purpose of supporting a Wireless Facility, such as a self-supporting Tower, a monopole, a lattice Tower or a guyed Tower. Tower also includes a structure designed to conceal from the general public the Wireless Facility. A Tower does not include a Pole or a Support Structure.

CC. "Town" means the Town of Secaucus, or any agency, department, district, subdivision or any instrumentality thereof, including, but not limited to public utility districts, or municipal electric utilities. The term shall not include courts of the State having jurisdiction over the Town or any entities that do not have zoning or permitting authority or jurisdiction. The Town may hereinafter be referred to as the "Town", "the Town of Secaucus", or "Secaucus".

DD. "Town Pole" means a Pole owned, managed or operated by or on behalf of the Town.

EE. "Utility Easement" means the area on, below, or above privately-owned property that has been designated for use as or is used for a specific utility purpose (such as for electric, cable or other utility purpose), and is evidenced by a recorded

instrument in the public land records pursuant to a recorded plat, easement or right of way or is otherwise a legally enforceable easement, and does not include any portion of a Public Right of Way.

FF. "Wireless Consultant" May be appointed by the Town and contracted for professional services with knowledge beyond the expertise of Town personnel to serve as the primary consultant and specialist for the Town for all matters concerning this Chapter.

GG. "Wireless Facility" means a Communications Facility installed and/or operated by a Wireless Provider. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one example of a Wireless Facility.

HH. "Wireless Infrastructure Provider" means any Person, including a Person authorized to provide telecommunications service in the state, that builds or installs and/or operates Wireless Facilities or Poles, Towers or Support Structures on which Wireless Facilities are or are intended to be used for Collocation, but that is not a Wireless Services Provider.

II. "Wireless Provider" means a Wireless Infrastructure Provider or a Wireless Services Provider.

JJ. "Wireless Services" means any wireless services including, without limitation, personal wireless services as that term is defined in 47 U.S.C. § 332(c)(7)(C)(i).

KK. "Wireless Services Provider" means a Person who provides Wireless Services.

Article II. Governance of Deployment in the Public ROW.

§ 136-4. General Provisions of the Municipal Agreement for Access to the Public ROW.

A. Applicability. Except as otherwise provided herein, the placement, installation, modification, replacement, repair and upgrade of any Communications Facilities, including Small Wireless Facilities, as well as the associated Poles, Towers or Support Structures, in the Public Right-of-Way shall be governed by this Chapter.

B. Notice Prior to Any Non-Emergency Work.

1. Designee. The Designee will serve as the initial point of contact for the Town for all matters pertaining to this Chapter.
2. Notice Required. No action, application, installation, alteration, upgrade, replacement or modifications by Applicant contemplated by this Chapter shall be commenced without first giving notice to the Designee.
3. This notice requirement does not pertain to ordinary maintenance, repairs, and like-for-like equipment swap outs that do not increase the dimensions or

electromagnetic profile of the Small Wireless Facility. This work may be performed without giving notice to the Designee.

4. Emergency Work. Work that is of an urgent and immediate nature, such as a network outage or an imminent safety hazard, shall not be required to meet the notice provisions of this subsection, subject only to providing notice to the Designee as soon as is practicable for the emergency work either about to be performed, currently underway or having been performed, and then providing a brief summary of the work completed, including the replacement or removal of any components of the applicable Small Wireless Facility or Facilities. Any such emergency work shall be subject to Administrative Review, after the fact, only if the nature and scope of said work exceeds that which may be reasonably construed as maintenance and repair work. The below terms and conditions utilized for Notice for Ordinary Maintenance shall govern after-the-fact review for emergency work in these instances.

5. Notice for Ordinary Maintenance, Repair, and Replacement. As noted in subsection (3) above, notice to the Designee is not required for Ordinary Maintenance, Repair and Replacement. However, Designee reserves the right to inspect Applicant's Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued Small Cell Permit, and any applicable Municipal Agreement(s) and the attached schedules. Applicant shall bear no costs for said inspections. However, if it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable Small Cell Permit, then Applicant shall be in violation of this Chapter. Applicant shall receive notice from the Town and, upon receipt of such notice, be required to restore the site within ten (10) days to the configuration of the most recently approved Small Cell Permit or Removed or retroactively apply for Administrative Approval for the unapproved modifications. In such instances, Applicant will be responsible for costs and fees incurred by the Town Designee to perform inspections and review.

C. Municipal Agreement. Prior to receiving a Permit to install one (1) or more Communications Facilities in the Public ROW, each Applicant shall be required to enter into a Municipal Agreement (e.g., Right of Way Access Agreement, Pole Attachment Agreement, License Agreement) between the Town and the Applicant, on terms and conditions substantially the same for all Applicants and existing Occupants of the Public ROW. The terms and conditions of such Municipal Agreement shall include all relevant fees per Schedule A, attached hereto.

D. Other Terms.

1. Term. The Agreement term shall be no longer than ten (10) years. Subject to the Town's rights below, Developer may renew this Agreement for up to three (3) additional terms (each a "Renewal Term") of five (5) years each. The right to renew shall be exercised by written notice from Developer to the Town one (1) year prior to the end of the current term.

2. Safety and Accessibility. The Applicant will demonstrate compliance with applicable safety and accessibility requirements, including those under Americans with Disabilities Act ("ADA"), OSHA and similar laws.

3. The Municipal Agreement shall include, as an appendix thereof, a schedule containing the location of all proposed Small Wireless Facilities in the Public Right-of-Way. Said locations shall be as specific as possible and shall include, but not be limited to, latitude, longitude, the nearest proximate address, cross streets as well as lot and block numbers, if available. Applicants shall also provide for inclusion in the Municipal Agreement information indicating the horizontal and approximate vertical location, relative to the boundaries of the Public ROW, of all equipment which it owns or over which it has control and which is located in any Public Right-of-Way.

4. RF Safety Reports. Applicant shall provide, as part of the initial request to install Small Wireless Facilities via Municipal Agreement and any associated Application, a copy of a health and safety report evidencing compliance with FCC requirements concerning electromagnetic radiation emissions. Along with any Application to modify, enhance or add equipment to a Small Wireless Facility that alters that facility's electromagnetic emissions profile, Applicant will provide an updated health and safety report which demonstrates compliance with FCC requirement concerning electromagnetic radiation emissions.

5. Indemnification and Insurance Requirements.

    i. Insurance. The Applicant shall at all times maintain a commercial general liability insurance policy with a single amount of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, a commercial automobile liability insurance policy with a combined single amount of at least One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage covering all owned, hired and non-owned vehicles, and an excess liability policy (or "umbrella") policy in the amount of Four Million Dollars ($4,000,000.00) per occurrence and in the aggregate. The Applicant may use any combination of primary and excess insurance to meet the total limits required. Such coverage shall be primary, non-contributory and shall contain a waiver of subrogation. Evidence of

same shall be provided prior to the commencement of any work of any kind by the Applicant. Prior to the commencement of any work pursuant to this Chapter, the Applicant shall file with the Town a Certificate(s) of Insurance with any required endorsements evidencing the coverage provided by said liability and excess liability policies. The Town shall notify Applicant within fifteen (15) days after the receipt of any claim or demand to the Town, either by suit or otherwise, made against the Town on account of any of Applicant or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Chapter. Applicant shall notify the Town Clerk within fifteen (15) days of receipt of any claim or demand of Applicant or its subcontractors, agents, employees, officer, servants, designees, guests or invitees by any aggrieved party for any work or action made pursuant to this Chapter

ii. Indemnification. Applicant, its successors, assigns, contractors, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Town, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, or related judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Applicant's actions under this Chapter and costs in connection therewith except to the extent that such claims, demands, suits, or actions are the result of the negligence or willful misconduct of the Town, its successors, assigns, elected officials, officers, employees, servants, contractors, designees or invitees. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the Town in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Applicant's activities pursuant to the rights granted in this Chapter . This indemnification shall also specifically include that the Town retains the right to choose its own defense counsel in regard to any action at law or equity pursuant to this Chapter.

6. Reliable 24/7 Emergency Notification Contact Information will be provided by the Applicant to the Town and incorporated into the Agreement.

7. Additional Agreement Terms: Additional terms, such as for termination, assignment and sublicensing rights, shall be as negotiated between the Applicant and Town.

§ 136-5. Permitted Communications Facility Uses/Administrative Review; Application.

A. Permitted Use. The following uses within the Public ROW shall be a permitted use, subject to the entering into of a Municipal Agreement between Applicant and Town as set forth above, and Administrative Review and the issuance of a Small Cell Permit as set forth in this Chapter. All such uses shall be in accordance with all other applicable provisions of this Chapter, including without limitation, those set forth below.

1. Collocation of a Small Wireless Facility.
2. Collocation that qualifies as an Eligible Facilities Request.
3. Modification of a Pole, Tower or Support Structure or Replacement of a Pole, for Collocation of a Communications Facility that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the maximum limitations set forth below.
4. Construction of a new Pole or a monopole Tower (but no other type of Tower) to be used for Collocation of a Small Wireless Facility that does not exceed the maximum height and other applicable design standards set forth in this Chapter.
5. Construction of a Communications Facility, other than those set forth in subparagraphs (1), (2) or (3) in this section involving the installation of coaxial, fiber-optic or other cabling, that is installed underground (direct buried or in conduit) or aboveground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
6. Any upgrade, replacement, modification or alteration of a Communications Facility, with each instance of alteration, modification or upgrade being a separate instance subject to Administrative Review.

B. Permit Required. No Person shall place any facility described above in the Public ROW without first filing an Application for Administrative Review for same and obtaining a Permit thereof, except as otherwise expressly provided in this Chapter.

C. Proprietary or Confidential Information in Application. The Town shall make accepted Applications publicly available by reasonably available means such as a request pursuant to the Open Public Records Act ("OPRA"). Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as

"proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the Town shall treat the information as proprietary and confidential, subject to applicable State and local "freedom of information" or "sunshine" Laws and the Town's determination that the Applicant's request for confidential or proprietary treatment of an Application material is reasonable. Confidential and proprietary information shall not include any information which is by law, regulation, ordinance, OPRA procedure and regulations or this Chapter, open and available for public inspection, including proposed Communications Facilities' site locations.

D. Administrative Review Application Requirements. The Application shall be made by the applicable Wireless Service Provider or its duly authorized representative and shall contain the following:

1. The Applicant's name, address, telephone number, and e-mail address, including emergency contact information for the Applicant.
2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
3. A general description of the proposed work and the purposes and intent of the proposed facility or facilities. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
4. Detailed construction drawings regarding the proposed facility, as required by the Uniform Construction Code of the State of New Jersey, or as otherwise stated and required under applicable Town ordinances.
5. Demonstration of compliance with RF health and safety measures, as established by the TCA and FCC, via an RF Health and Safety Report. Applicant may utilize the RF Safety Reports provided in connection with the Municipal Agreement for the section for Administrative Review and Permit issuance.
6. Applicant shall demonstrate compliance with the Design Standards as they pertain to appearance, siting and height of the proposed Communications Facilities and their support poles, towers or other structures.
7. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a qualified engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation (or that the Pole, Tower or Support Structure will be modified to meet structural requirements) in accordance with Applicable Codes.

E. Applicant shall demonstrate compliance with applicable environmental, historical and landmark laws, rules and regulations, including SHPO and NEPA approval, as needed or applicable, including obtaining any necessary permits and approvals from the appropriate local, state or federal department agency or other governing body.

F. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the Town within thirty (30) days after the condition necessitating the change.

G. Application Fees. Unless otherwise provided by applicable Laws, all Applications pursuant to this Chapter shall be accompanied by the escrow amounts required under Schedule A which shall be used to cover One-Time Fees associated with application review and processing, and for which amounts in excess of the escrow shall be billed directly to the Applicant, and the relevant application fees.

§ 136-6. Action on Administrative Review Applications.

A. Review of Applications for Administrative Review.

1. The Town shall review the Application in light of its conformity with applicable provisions of this Chapter, and shall issue a Small Cell Permit, subject to the following requirements:

i. The Town must act consistent with the following Shot Clock Dates:
   a) Review of an Application to collocate a Small Wireless Facility using an existing structure: sixty (60) days.
   b) Review of an Application to collocate a facility other than a Small Wireless Facility using an existing structure: ninety (90) days.
   c) Review of an Application to deploy a Small Wireless Facility using a new structure: ninety (90) days.
   d) Review of an Application to deploy a facility other than a Small Wireless Facility using a new structure: one hundred fifty (150) days.

ii. Tolling period: Unless a written agreement between the Applicant and the Town provides otherwise, the review period for an Application is as set forth in subparagraphs (1) through (3) of this section:
   a) For an initial application to deploy Small Wireless Facilities, if the Town notifies the Applicant on or before the tenth (10^{th}) day after submission that the Application is materially incomplete, and clearly and specifically identifies the missing documents or information and the specific rule or regulation

creating the obligation to submit such documents or information, the shot clock date calculation shall restart at zero on the date on which the Applicant submits all the documents and information identified by the Town to render the Application complete.

b) For all other initial Applications, the tolling period shall be the number of days from:
    A. The day after the date when the Town notifies the Applicant in writing that the Application is materially incomplete and clearly and specifically identifies the missing documents or information that the Applicant must submit to render the Application complete and the specific rule or regulation creating this obligation; until
    B. The date when the Applicant submits all the documents and information identified by the Siting Authority to render the Application complete;
    C. But only if the notice pursuant to paragraph (ii)(b)(A) of this section is effectuated on or before the thirtieth (30^{th}) day after the date when the application was submitted; or

c) For resubmitted Applications following a notice of deficiency, the tolling period shall be the number of days from:
    A. The day after the date when the Town notifies the Applicant in writing that the Applicant's supplemental submission was not sufficient to render the Application complete and clearly and specifically identifies the missing documents or information that need to be submitted based on the Town's original request under paragraph (ii)(a) or (b) of this section; until
    B. The date when the applicant submits all the documents and information identified by the Town to render the Application complete;
    C. But only if the notice pursuant to paragraph (ii)(c)(A) of this section is effectuated on or before the 10th day after the date when the Applicant makes a supplemental submission in response to the Town's request under paragraph (ii)(a) or (b) of this section.

iii. Final Decision by Town. The Town must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including referencing specific code provisions

and/or regulations upon which the denial was based, including any federal law, or local or state laws and regulations, provided said local and state laws and regulations do not conflict with federal law. Denial may include lack of conformity with the Town codes, ordinances and regulations, as well as local, state and federal environmental, landmark and historical regulations. A decision to deny an application shall be in writing and supported by clear evidence contained in a written record, publicly released, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by the Town. The review period or "shot clock" shall run until the written decision, supported by substantial evidence, is released and sent to the Applicant contemporaneously. The subsequent review by the Town shall be limited to the deficiencies cited in the original denial and any material changes to the Application made to cure any identified deficiencies.

B. Undergrounding Provisions. It shall be the objective of the Town and all Public ROW Occupants to minimize disruption or discontinuance of service of all kinds to consumers, through mutual obligation to coordinate and timely complete such projects. An Occupant, including the Applicant, as the case may be, shall comply with Town undergrounding requirements that 1) are in place and published prior to the date of initial filing of the Application, and 2) prohibit electric, telecommunications and cable providers from installing above-ground horizontal cables, Poles, or equivalent vertical structures in the Public ROW; and the Town may require the removal of overhead cable and subsequently unused Poles. In areas where existing aerial utilities are being moved underground, Wireless Providers shall retain the right to remain in place, under their existing authorization, by buying out the ownership of the Pole(s), subject to the concurrence of the Pole owner and consent of the Town (which consent may not be unreasonably withheld, conditioned or delayed) or, alternatively, the Wireless Service Provider may reasonably replace the existing Pole(s) or vertical structure locations for Antennas and accessory equipment, as a permitted use, within fifty (50) feet of the prior location, unless a minimally greater distance is necessary for compelling public welfare. In neighborhoods or areas with existing underground utilities that do not have Small Wireless Facilities deployed as a permitted use, a new entrant Wireless Provider applying after utilities have been placed underground shall first seek existing vertical structure locations, if technically feasible for the wireless service to be deployed. To the degree such vertical structures are not available, and upon receiving an approved Permit, the Applicant shall be entitled to place Poles or vertical structures as necessary to provide the wireless service using vertical structures commensurate with other vertical structures in the neighboring underground utility area. In neighborhoods or areas with existing underground utilities that do have Small Wireless Facilities deployed as a permitted use, a new

entrant Wireless Provider applying after utilities have been placed underground shall first seek existing vertical structure locations, if technically feasible for the wireless service to be deployed. To the degree such vertical structures are not available, and upon receiving an approved Permit, the Applicant shall be entitled to place Poles or vertical structures as necessary to provide the wireless service using vertical structures commensurate with other vertical structures of Wireless Providers in the neighboring underground utility area. In neighborhoods with underground utilities, whether being converted from overhead utilities or initially underground, micro-wireless devices, typically strand- mounted, shall be treated like other Small Wireless Facilities in the Public ROW, requiring Administrative Review permitted use status, and subject to non-recurring and recurring Fees and Rates.

C. Effect of Permit.
   1. Authority Granted; No Property Right or Other Interest Created. A Small Cell Permit from the Town authorizes an Applicant to undertake only certain activities in accordance with this Chapter and does not create a property right or grant to the Applicant to impinge upon the rights of others who may already have an interest in the Public ROW.
   2. Duration. Any Permit for construction issued under this Chapter shall be valid for a period of six (6) months after issuance, provided that the six (6) month period shall be extended for up to an additional six (6) months upon written request of the Applicant, made prior to the end of the initial six (6) month period if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.

D. Removal, Relocation or Modification of a Communications Facility in the ROW.
   1. Notice. Within ninety (90) days following written notice from the Town, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility within the Public ROW whenever the Town has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Town improvement in or upon, or the operations of the Town in or upon, the Public ROW, or pursuant to any redevelopment plan made pursuant to the Municipal Land Use Law contained in N.J.S.A. 40:55D, or any council resolution that approves any redevelopment plan for work that is performed by a private company other than the Town. The Town shall apply the same standards to all utilities in the Public ROW.
   2. Emergency Removal or Relocation of Facilities. The Town retains the right and privilege to cut power to or move any Communications Facility located within the Public ROW of the Town, as the Town may determine to be necessary, appropriate, or useful in response to any public welfare

emergency, or safety emergency. If circumstances permit, the Town shall notify the Provider and provide the Provider an opportunity to move its own facilities prior to cutting power to or removing the Communications Facility and in all cases shall notify the Provider after cutting power to or removing the Communications Facility as promptly as reasonably possible.

3. Structural reconditioning, repair and replacement. From time to time, the Town may paint, recondition, or otherwise improve or repair the Town Poles in a substantial way ("Reconditioning Work"). The Provider shall reasonably cooperate with the Town to carry out Reconditioning Work activities in a manner that minimizes interference with the Provider's approved use of the facility.
    i. Prior to commencing Reconditioning Work, the Town will use reasonable efforts to provide the Provider with at least sixty (60) days prior written notice. Upon receiving that notice, it shall be the Provider's sole responsibility to provide adequate measures to cover, remove, or otherwise protect the Provider's Communications Facilities from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. The Town reserves the right to require the Provider to remove all of the Provider's Communications Facility from the Town Pole and surrounding premises during Reconditioning Work, provided the requirement to remove same is contained in the written notice required by this Subsection. All cost associated with the protection measures, including temporary removal, shall be the sole responsibility of the Provider. The Town will provide the Provider with a date by which its equipment must be protected or removed. The Provider may request modification of the Town procedures for carrying out Reconditioning Work in order to reduce the interference with Provider's operation of its Communications Facility. If the Town agrees to the modification, the Provider shall be responsible for all reasonable incremental costs related to the modification.
    ii. If the Town Poles need to be replaced ("Replacement Work"), the Town shall provide Provider with at least sixty (60) days written notice to remove its Communications Facilities. The Town shall also promptly notify Provider when the Town Poles have been replaced, and Provider may re-install its equipment. During the Replacement Work, the Provider may maintain a temporary Communications Facility on or nearby in the Public Right-of-Way, with the specific temporary location to be approved by the Town, or on nearby private property, or on any land owned or controlled by Town, in the vicinity of the property. If alternative locations in the Public Right-of-Way or on nearby public or private property will not

accommodate the Provider's temporary Communications Facility or if the parties cannot agree on a temporary location, the Provider, at its sole option, shall have the right to suspend the applicable Permit, until the replacement Pole is installed, upon thirty (30) days written notice to the Town.

iii. If the Town Poles need to be repaired due to storm or other damage ("Repair Work"), the Town shall notify the Provider to remove its Communications Facilities as soon as possible. In the event of an emergency, the Town shall contact the Provider by telephone at its emergency contact of record upon or prior to removing the Provider's equipment. Once the Town Poles have been replaced or repaired, the Town will promptly notify the Provider that it can reinstall its equipment. During Town Repair Work, the Provider may maintain a temporary Communications Facility on the Public Right-of-Way or nearby property, subject to approval of the applicable property owner, or after approval by Provider, on any land owned or controlled by the Town in the vicinity of the property. All cost associated with any removal or protection of Communications Facilities shall be the sole responsibility of the Provider, except to the extent caused by third-parties or the Town.

§ 136-7. Other Public ROW Installation Requirements.

A. General Principles.

1. Reasonable Placement Limitations. The Town shall have the power to establish reasonable limitations on the placement of new or additional facilities within specific congested segments of the Public ROW if there is insufficient space to accommodate all of the requests of Applicants or other Persons to occupy and use the Public ROW. In making such decisions, the Town shall to the extent possible accommodate all existing users and potential users (i.e. those who have submitted an Application to deploy facilities within the Public ROW) of the Public ROW, and shall be guided primarily by considerations of the public interest, the width and physical condition of the Public ROW, the time of year with respect to essential utilities, the protection of existing facilities in the Public ROW and established plans for public improvements and development projects which have been determined to be in the public's interest.
2. Use of Existing Poles. In compliance with the Design Standards contained herein, Applicant shall use existing poles when possible, for the placement of its Small Wireless Facilities and shall minimize the number of new proposed Poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.
3. Leasing of excess space in ducts, conduits and on Poles is a matter between interested parties (subject to any applicable Pole Attachment regulations and

any other applicable statutory, regulatory, or contractual obligations); however, lessees or licensees of such physical facilities must still comply with the terms of this Chapter, unless otherwise expressly exempted by the Town.

4. Due Care and Safe Work Practices. An Occupant of the Public ROW shall employ due care during the installation and maintenance process and comply with all safety and Public ROW-protection requirements of applicable federal, state and local laws (and any generally applicable Town guidelines, standards and practices), and any additional commonly accepted safety and Public ROW-protection standards, methods and devices (to the extent not inconsistent with applicable Laws). All facilities on and under the streets of the Town shall be kept and maintained in a safe and well-ordered condition, and in good order and repair. Due care during construction, maintenance and modifications shall include the following:
    i. Any Applicant occupying any portion of the Public ROW shall erect a barrier around the perimeter of any excavation and provide any and all traffic-control devices, signs and lights appropriate to the level of complexity of the activity in order to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic- control plan in accordance with the Manual on Uniform Traffic Control Devices, and existing procedures, including the Town work site evaluation process by which the construction office may refer proposed work to the police department in order to develop safety measures to safeguard pedestrian and vehicular traffic as well as property. In the event of any conflict between the provisions of this subsection and the work site evaluation process, the work site evaluation procedures shall control.
    ii. Occupants of the Public ROW with open excavations awaiting final restoration shall maintain all devices until the Town notifies the Occupant in writing that the Town or the Town's designated contractor is assuming responsibility for traffic control.
    iii. Each Occupant shall designate a safety officer. The safety officer shall be responsible for safety-related issues affecting both the public and the Occupant's field employees and contractors for all job sites within the Public ROW.
5. Interference With Existing Facilities. An Occupant of the Public ROW shall not place any fixtures or equipment where the same will interfere with any existing facility and shall locate its lines and equipment in such a manner as not to interfere unnecessarily with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abuts any Public ROW.
6. Sharing of Trench Space. In the event that the Town notifies the Occupant in advance that it is expressly interested in sharing the trenches or bores at a

specific location area where construction is occurring, then the Occupant shall allow the Town to place its infrastructure in the Occupant's trenches and bores as requested by the Town. In these instances, the Town will bear an incremental share of the costs of trenching, boring and the placement of conduit and infrastructure.

7. **Call Before You Dig Provision. Before beginning an excavation in any Public ROW, an Occupant shall contact the regional notification center for subsurface installations (One-Number Locator Service) to determine possible conflicts.**
8. **Abandonment of Facilities.**
    (i) **Any Occupant of the Public ROW, including any Applicant, Wireless Provider or Wireless Infrastructure Provider, that intends to permanently discontinue use of any of its Communications Facilities, Poles or Support Structures within the Public ROW shall notify the Town in writing within thirty (30) days prior to abandonment. Such notice shall describe the facilities for which the use is to be discontinued, and the date of discontinuation of use. Upon notification, at its discretion, the Town will choose from the following options within fourteen (14) days or any other agreed-upon option, and so notify the Occupant of its decision:**
        a) **Abandon the facilities in place and the Occupant shall further convey full title and ownership of such abandoned facilities to the Town. The Occupant will remain responsible for all obligations of the facilities, or other associated liabilities until the conveyance to the Town is completed; or**
        b) **The facilities shall be removed, and the Occupant shall be liable for removing the facilities at its own cost. If an Occupant fails to remove the facilities that the Town requires it to remove, after ninety (90) days' notice to the Occupant, the Town may perform the work and shall be entitled to collect the cost from the Occupant its successors and/or assigns.**

B. **Additional Requirements.**

1. **General. All deployments of Communications Facilities in the Public ROW shall comply with the following:**
    i. **Compliance with ADA and other applicable Federal, State and local Laws and standards.**
    ii. **Pedestrian and vehicular traffic and safety requirements established by the Town.**
    iii. **Existing Public ROW occupancy or management ordinances, not otherwise inconsistent with this Chapter.**
2. **Additional Permits. In addition to obtaining a Small Cell Permit for the installation of a Communications Facility in the Public ROW, an Applicant**

must obtain the following additional permits and approvals, as well as provide notice where indicated:

i. Notification to Town Designee for all work contemplated in this Chapter, pursuant to Section 136-4.

ii. Construction Permit (including building and electrical subcodes), per statutory fees established by uniform construction code regulations contained in N.J.A.C. 5:23.

iii. Zoning Permit, if applicable, per this Chapter and the applicable provisions of the Town land use regulations, including Chapter 135 Zoning and 19 Land Use Procedures.

iv. Street Opening Permit, if applicable, per Chapter 117 Street and Road Openings, of the Town Code.

v. Telecommunications Consultation and Review performed by the Designee or other such official of the Town or professional contracted by the Town, to include permit review, construction oversight for code and zoning compliance and post-installation inspection to ensure compliance with the technical specifications.

vi. Engineering Review by the Town Engineer or outside consultant, as needed or applicable.

vii. Discretionary Review: For Small Wireless Facility and Pole applications not subject to Administrative Review pursuant to this Chapter.

C. Existing Utility Easements in the Public Right of Way.

1. Applicants will work with the Town Engineer to coordinate and protect existing utilities in the Public ROW.
2. Applicants will coordinate with the Designee and Town Engineer, as applicable, to detail all public safety considerations prior to and during installation in the Public ROW to ensure public safety response in the case of gas line, water line or electric Town disturbance.

§ 136-8. Design Standards.

A. All above-ground Communications Facilities in the Public ROW requiring Administrative Review shall conform to the following design guidelines:

1. Siting and Design Requirements:

i. Pole Siting Standards. New Poles for use as support structures for Small Wireless Facilities shall conform to the following siting standards:

a) Height. No Proposed Pole shall be taller than fifty (50) feet or one hundred ten percent (110%) of the height of Poles in the surrounding streetscape, whichever is higher. This maximum height includes the Pole and any associated Small Wireless Facility or Antenna.

b) Location, Safety and Aesthetics. No Proposed Pole shall be erected in the Right-of-Way unless it:
   A. Is approved pursuant to the provisions of this Chapter;
   B. Replaces an Existing Pole; or
   C. Does not inhibit any existing sight triangles or sight distances; and
   D. Allows adequate room for the public to pass and re-pass across, along and through the Right-of-Way; and
   E. Is finished and/or painted and/or otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties.
   F. Is compliant with Chapter 117 Street and Road Openings of the Town Code as well as any applicable local and state laws and regulations pertaining to the installation of utility pole structures in the right-of-way, including promulgated by the Board of Public Utilities requiring approval of proposed locations prior to installation.

c) Fewest Poles Possible. Applicant shall minimize the number of new proposed Poles in the right-of-way to the fewest possible to meet its coverage and capacity requirements of its client. In addition, to the maximum extent possible while remaining compliant with engineering and structural requirements, Applicant shall make any proposed Pole available to the maximum number of additional Wireless Providers.

ii. Ground Level Cabinet Siting Standards. Ground level cabinets shall conform to the following siting standards:

a) Ground level cabinets are prohibited in the Public Right-of-Way in residential zones and any future residential zones.

b) Ground level cabinets are permitted in non-residential zones provided that such Ground Level Cabinet:
   A. Is less than twenty-eight (28) cubic feet in volume;
   B. Is finished and/or painted so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties;
   C. Does not inhibit any existing sight triangles or sight distance;
   D. Allows adequate room for the public to pass and repass across, along and through the Municipal Right-of-Way; and

E. Is a minimum of one hundred fifty (150) linear feet from any other existing or proposed Small Wireless Facility, excluding the Small Wireless Facility for which the Ground Level Cabinet will provide telecommunications functionality.

c) Fewest Ground Level Cabinets Possible: Applicant shall minimize the number of ground mounted cabinets and shall affirmatively demonstrate that any applicable Pole or Support Structure is incapable of supporting the proposed equipment cabinet.

iii. Pole Mounted Antenna and Pole Mounted Cabinet Siting Standards.

a) Pole mounted Antennas are permitted on Existing Poles, provided that each pole mounted antenna:

A. Does not exceed three (3) cubic feet in volume;

B. Is finished and/or painted and/or otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties;

C. Does not increase the height of the proposed or existing Pole by ten percent (10%) or five (5) feet, whichever is greater, to a maximum permitted height of fifty (50) feet or one hundred ten percent (110%) of the height of existing Poles in the surrounding streetscape, whichever is greater;

D. Is a minimum of one hundred fifty (150) linear feet from any other existing or proposed Small Wireless Facility;

E. Does not inhibit any sight triangles or sight distance; and

F. Allows adequate room for the public to pass and repass across, along and through the Public Right-of-Way.

b) Pole mounted cabinets are permitted on Existing Poles in all residential zones and non-residential zones provided that each pole mounted cabinet:

A. Does not exceed sixteen (16) cubic feet;

B. Is finished and/or painted and/or otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties;

C. Does not inhibit any sight triangles or sight distance; and

D. Allows adequate room for the public to pass and repass across the Public Right-of-Way.

iv. Fewest Small Wireless Facilities Possible. Applicant shall minimize the number of new proposed Small Wireless Facilities in the right-of-way to the fewest possible to meet its coverage and capacity requirements.

v. Additional Provisions for Small Wireless Facilities on Existing Utility Distribution Poles.

a) Small Wireless Facilities, subject to Administrative Review, may be placed in the Public Right of Way on top of existing utility Poles in excess of the height requirements specified in the above Design Standards subject to the following requirements:

A. Each Small Wireless Facility and its associated supporting utility Pole shall not exceed five (5) above the tallest existing Pole or utility Pole within 500 feet in place as of the Application date or shall not exceed ten (10) feet above same, only if required pursuant to electrical utility pole separation requirements.

B. In no event shall the combined height of the Small Wireless Facility and its associated utility distribution Pole exceed fifty-five (55) feet in height.

C. Any proposed height above fifty (50) feet shall be subject to administrative review by the Zoning Board of Adjustment and Planning Board.

D. Discretionary approval is required for any proposed Small Wireless Facility that does not meet the above standards.

Article III. Miscellaneous Terms.

§ 136-9. Preexisting Sites and Municipal Agreements.

A. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this Chapter, whether a Municipal Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this Chapter.

B. Any Municipal Agreements entered between the Town and any Provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this Chapter. To the extent the provisions of any existing Municipal Agreement conflict with this Chapter, said provisions shall be replaced and superseded by the applicable terms of this Chapter.

§ 136-10. New Jersey One Call.

A. In addition to compliance with the applicable provisions of this Chapter, prior to the start of any installation of Poles, Support Structures, Small Wireless Facilities or

other Communications Facilities that requires excavation, Applicant shall contact New Jersey One Call at 811 at least three (3) full business days prior to the commencement of work.

§ 136-11. "Dig Once" Requirements.

For all installations of Communications Facilities and Small Wireless Facilities that require the installation of above ground and underground communications and power cabling and conduit, along the Public ROW as well as utility easements and private property, the Town's Department of Public Works or Construction Office may request that the project developer publicly offer to coordinate with Providers who operate, or have applied for facilities in the Town through the Department of Public Works or other applicable department or agency to ensure the Public ROW and any planned utility easements are adequate to accommodate the deployment of both aboveground and underground Communications Facilities. Specifically, planned utility easements should allow for an adequate number of huts, utility Poles and other structures, as well as belowground conduit, to adequately serve current and anticipated Communications Facilities. Access to easements should be provided to Providers o at a reasonable cost, or pursuant to applicable Laws.

§ 136-12. Violations and Penalties.

Violation of any of the provisions of this Chapter shall be a simple citation punishable with a civil penalty of $500 for each violation which continues more than ten (10) days after written notice of such violation is provided to the Applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the Applicant constitutes a separate offense.

§ 136-13. Governance of Deployments Outside of the Public Right-of-Way.

This Chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by Chapter 135Zoning, as well as by other applicable codes and ordinances of the Town.

§ 136-14. Repealer.

All ordinances or parts of ordinances inconsistent or conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

§ 136-15. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Town of Secaucus declares that it would have passed the ordinance and each section and subsection thereof, irrespective of

the fact that any one or more of the subsections, sentences, clauses, or phrases may be declared unconstitutional or invalid.

§ 136-16. Effective Date.

This Ordinance shall take effect twenty (20) days after its adoption by the Mayor and Town Council.

Schedule A

One Time Fees*	Rate*	Frequency
Small Cell Permit Application Escrow	$500 for non-recurring fees, including a single up-front application that includes up to five Small Wireless Facilities, with an additional $100 for each Small Wireless Facility beyond five, or $1,000 for non-recurring fees for a new pole (i.e., not a collocation) intended to support one or more Small Wireless Facilities	
Construction Permit	Per Chapter 64 Construction Codes, Uniform	Per install, alteration, modification or upgrade
Zoning Permit, if applicable	Per Chapter 135, Zoning	Per install, alteration, modification or upgrade
Street Opening Permit	Per Chapter 117, Street and Road Openings	Per street opening
Recurring Fees*		
ROW Access Fee (including attachment fee to Town Pole, if applicable)	$270	Annual Access Rate: Per Small Wireless Facility; Initial fee payable upon application submission, annual fee due January 1st of each year thereafter

***The fees described in this Schedule A are the fees in effect at the time of the adoption of this Ordinance. All fees are subject to change as existing ordinances are amended and future ordinances adopted and future contracts and agreements entered into and effectuated by resolution. Any amendment, revision or addition to a Town Ordinance supersedes any prior inconsistent ordinances.**

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

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

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

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

IT IS FURTHER ORDAINED, that the remainder of this Chapter 136 of the code of the Town of Secaucus shall remain in full force and effect.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on September 23, 2025 and finally adopted by the Mayor and Council on October 15, 2025.

_____

Town Clerk Mayor

Introduction 9-23-25

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

Adoption 10-15-25

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 AWARDING A CONTRACT FOR COLLECTION SERVICES TO PENN CREDIT CORPORATION

WHEREAS, the Secaucus Municipal Court has determined the continued need for Collection Services; and

WHEREAS, Penn Credit Corporation was awarded the contract for this service in previous years; and

WHEREAS, in accordance with N.J.S.A. 40A:11-1, when the price of any contract does not exceed in a contract year the total sum of $17,500.00, the contract may be awarded without public advertising for bids; and

WHEREAS, Penn Credit Corporation, located in Harrisburg, PA, is State of New Jersey approved under the Small Business Set Aside Act.

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 Collection Services to Penn Credit Corporation as detailed above for a one (1) year term beginning September 26, 2025; and

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

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

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

Adopted: September 23, 2025

Resolution No. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION AUTHORIZING THE TOWN OF SECAUCUS TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH TIPS NATIONAL PURCHASING COOPERATIVE

WHEREAS, N.J.S.A. 52:34-6.2 authorizes local contracting units to enter into National Cooperative purchasing Agreements; and,

WHEREAS, the Region 8 Education Service Center hereinafter referred to as "the Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and service, entitled The Interlocal Purchasing System (hereinafter "TIPS Purchasing Cooperative"); and,

WHEREAS, in accordance with N.J.S.A. 52:34-6.2, the Town has applied to the TIPS Purchasing Cooperative, and intends to utilize their awarded contracts for the purpose of affording the Town the most cost-effective method of procurement; and,

WHEREAS, the Town shall follow the guidelines of the New Jersey Department of Community Affairs, as outlined in Local Finance Notice 2012-10; and

WHEREAS, the system identifier for TIPS shall appear on all documentation related to purchases made through this system.

WHEREAS, such membership shall renew annually after the effective date, unless the Towns elects to formally withdraw from this system; and,

WHEREAS, the Region 8 Education Service Center, as the Lead Agency, is expected to comply with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq and all of the provisions of the revised statutes of the State of New Jersey).

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the participation in the TIPS Purchasing Cooperative and authorizes the execution of a Cooperative Pricing Agreement upon its approval by the Division of Local Government Services.

Adopted: September 23, 2025

INTERLOCAL AGREEMENT
Region 8 Education Service Center

Town of Secaucus
PUBLIC ENTITY (TIPS MEMBER)

_____ - _____
Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.[1] Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.[2]

Vision:
TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:
The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:
This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

---

1 Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

2 Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member's decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-

Town of Secaucus

By:_____
Authorized Signature

Title:_____

Date _____

Region 8 Education Service Center

By: _____
Authorized Signature

Title: Executive Director, Texas Region 8 ESC

Date _____

Public Entity Contact Information

Christine Smith, QPA	csmith@secaucus.net		
Primary Purchasing Person's Name	Primary Person's Email Address		
1203 Paterson Plank Road	Secaucus	NJ	07094
Entity Address	City	State	Zip
Secondary Person's Name	Secondary Person's Email Address		
Entity Phone Number	Entity Fax Number		

RESOLUTION NO. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE TAX APPEAL REGARDING LOT 1 IN BLOCK 118, QUALIFIER HM AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS OWNED BY 10 MEADOWLAND PARKWAY LLC.

WHEREAS, 10 MEADOWLAND PARKWAY LLC, the owner of real property located at 10 Meadowlands Parkway, otherwise designated as Lot 1 in Block 118, on the official Tax Maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from Assessed Values upon said property for the 2023, 2024 and 2025 Tax Years; and

WHEREAS, for Tax Years 2023 and 2024 the Town set the Assessed Value as follows:

Land:	$ 373,600
Improvement:	$1,826,900
Total:	$2,200,500

WHEREAS, in the settlement the Parties agreed to the following:

The Taxpayer to withdraw its 2023 tax appeals;

Town to withdraw its counterclaim for 2023;

WHEREAS, with regard to the 2024 Tax Year Appeal, the Town Tax Assessor agreed to adjust the Assessed Value from:

Land:	$ 373,600		Land:	$ 373,600
Improvement:	$1,826,900	to	Improvement:	$1,426,400
Total:	$2,200,500		Total:	$1,800,000

and;

WHEREAS, with regard to the 2025 Tax Year, the Town Tax Assessor agreed to adjust the Assessed Value to one million three hundred thousand ($1,300,000) dollars; and

WHEREAS, while the records for the 2025 Tax Year reflected the change in Assessment Value set forth above, the records did not reflect the adjustment to the Assessment Value for the 2024 Tax Year; and

WHEREAS, with the adjustment of the Assessment Value for the 2024 Tax Year the Taxpayer shall receive a total tax refund in the amount of sixteen thousand three hundred eighty-eight dollars and forty-six cents ($16,388.46); and

WHEREAS, The Taxpayer has further agreed to waive statutory pre-judgment interest on the tax refund; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to adjust the Assessment Value on the subject real property in accordance with 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 Taxpayer shall withdraw its 2023 Tax Year claim and the Town Tax Appeal attorney shall withdraw the associated counterclaim.

2. The Assessment Value for the 2024 Tax Year shall be adjusted from:

Land:	$ 373,600		$ 373,600
Improvement:	$1,826,900	to	$1,426,400
Total:	$2,200,500		$1,800,000

3. The Assessment Value for the 2025 Tax Year shall be adjusted from:

Land:	$ 373,600		$ 373,600
Improvement:	$1,426,400	to	$ 926,400
Total:	$1,800,000		$1,300,000

4. The Town Tax Collector is hereby authorized to correct her records to reflect the Town's determination to approve this settlement.

5. The Town Tax Assessor is hereby authorized to correct his records to reflect the Town's determination to approve this settlement.

6. The Town Tax Collector shall provide the Taxpayer with a Total Tax Refund (either by way of cash refund or by credit against future real property taxes) in the amount of sixteen thousand three hundred eighty-eight dollars and forty-six cents ($16,388.46).

7. The Town Tax Attorney shall withdraw each of the Town's counterclaims filed in these matters.

8. 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				

#5240264v1

Resolution No. _____

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 of Recreation, that the below persons are hereby reappointed and transferred to part-time positions as Lifeguards at the Recreation Center (#85000), as follows:

Lifeguards

Borbe, Tamara Nicole (Effective Date: 9/2/2025)	$17.00/Hour
Shehata, Salma (Effective Date: 9/2/2025)	$17.00/Hour
Garbo, Mason (Effective Date: 9/19/2025)	$17.00/Hour
Grossi, Nicholas (Effective Date: 9/19/2025)	$17.00/Hour
Messaoudi, Mounir (Effective Date: 9/22/2025)	$17.00/Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 23, 2025.

_____

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 AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE PROVISION OF WATERPROOFING FOR THE SECAUCUS RECREATION CENTER TO ROOF4ROOF

WHEREAS, the Town of Secaucus Department of Buildings and Grounds has determined the need for Waterproofing for the Secaucus Recreation Center; and

WHEREAS, the Town of Secaucus Department of Buildings and Grounds obtained three (3) quotes for said services; and

WHEREAS, Roof4Roof of Carlstadt, NJ has submitted Proposal No.17242, that was presented to the qualified purchasing agent, for the Provision of Waterproofing the Secaucus Recreation Center at a contract price of Thirty-Five Thousand Eight Hundred Fifty Dollars and 00/100 ($35,850.00); and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line-item C-04-55-2024-2090

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 Waterproofing of the Secaucus Recreation Center to Roof4Roof in an amount not to exceed Thirty-Five Thousand Eight Hundred Fifty Dollars and 00/100 ($35,850.00); and

BE IT FURTHER RESOLVED, that Roof4Roof has submitted a Chapter 271 Political Disclosure Form which certifies that they have not made any reportable contributions to a political or candidate committee in the Town of Secaucus, in the County of Hudson, in any public entity in Hudson County, or in the 32nd Legislative District in the previous twelve (12) months, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19:44A-20.26; and

BE IT FURTHER RESOLVED, that Roof4Roof 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 or take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: September 23, 2025

Town of Secaucus

Quote Solicitation Record

Christine Smith, QPA, RPPS
Purchasing Agent
1203 Paterson Plank Road
Secaucus, NJ 07094
P: 201.330.2026
F: 201.271.3615
Csmith@Secaucus.net

DEPARTMENT RECREATION DEPT.

ITEM OR SERVICE REC. CENTER. WATER PROOFING / CAULKING

Complete this form for all purchase orders that exceed $7,950.00, but are less than $53,000.00
All purchase orders that exceed $7,950.00 must obtain a minimum of three (3) quotes.
All purchase orders that are exempt from quotations will be determined by the Q.P.A.

DATE: 8/26/25
VENDOR: ROOF 4 ROOF
ADDRESS/PHONE: A: 520 Rt. 17 P: 201-267-3000
CARLSTADT, NJ 07072
PRICE: $29,850.00

DATE: 9/15/25
VENDOR: CLEAR VIEW WASHING
ADDRESS/PHONE: A: 331 FAIRFIELD RD. P: 732-410-5110
FREEHOLD NJ 07728
PRICE: $84,500.00

DATE: 8/19/25
VENDOR: LJS WATERPROOFING
ADDRESS/PHONE: A: 681 LAWLINS RD. P: 973-750-1988
WYCKOFF NJ 07481
PRICE: NO QUOTE

Recommended Vendor ROOF 4 ROOF Cost: $29,850.00

Comments:

I certify that competition has been solicited and quotations obtained in accordance with current Local Public Contracts Law.

(Signature of Department Head) Date:

Please attach all appropriate written quotes and corresponding paperwork.

NOT JUST ROOFING!

ROOF 4 ROOF.com

1Call Restore REPAIR & RENEW

WINDOW DEPOT

PROPOSAL

Prepared for:
Town of Secaucus
Attn: Randy Morris
1200 Koelle Blvd
Secaucus, NJ 07094
rmorris@secaucus.net
(201) 330-2000

August 26, 2025 **No. 17242**

Roof4Roof | Ryan Sicovitch
520 Route 17, Carlstadt, NJ 07072
P: (201) 267-3000 | businessmanager@njroofingcompany.com
Roof4Roof.com

Waterproofing exterior of Rec Center -- 1200 Koelle Blvd

Scope of Work

Proposal Cover

Proposed area: All walls of the Rec center
Area/Items to be Excluded: All roofs
Product Type, Brand, Accessories & Color: Exterior Grade Waterproofing Sealer

We are Fully Insured with the following coverages for your protection:
- General Liability Coverage of ($2,000,000) for Bodily Injury & Property Damage.
- Workmen's Compensation Insurance of ($1,000,000).
- Umbrella Liability Insurance of ($5,000,000).
- Pollution/Hazardous Materials Insurance of ($1,000,000).
- Automobile Insurance Coverage of ($1,000,000).

Work Protocols

- All work to be performed by qualified, experienced tradesmen.

- Prior to job start, client and/or neighbor will need to remove or secure all movable items from the exterior perimeter of their properties (patio furniture, movable plants, vehicles, etc). Additionally, fragile or irreplaceable items on walls and ceilings that could be disturbed or damaged during completion of our work, should be removed and secured. Finally, any contents in your attic or crawl spaces should be covered, with a tarp or plastic sheeting, to minimize the risk of damage. (We will assist as needed but R4R is not responsible for cleaning debris in those areas)

- A representative from our management team will accompany the installation crew at the start of your project and perform periodic inspections, as needed, to ensure the specific issues most important to you are addressed.

- We may require the use of your driveway/parking lot during the course of your project. It may also be necessary to have access to external electrical power, water, bathroom facilities and space for a dumpster, if needed.

- All materials will be delivered in sealed, labeled containers. Since some products may be combustible or flammable because of their chemical composition, we will take all necessary precautions and safety measures to prevent any hazards and to protect from spills or leakage. Materials will be stored in closed/rated containers and not placed in direct sunlight for extended periods of time. Material/Equipment Delivery Charge: $74.50

- According to the characteristics of your property and the exact work being proposed/performed, we will erect the appropriate combination of ladders, scaffolding and planks, braces, hanging scaffolding, safety rails, fall protection equipment, bridging for pedestrians, netting/screening for debris, material hoists, caution lines, cones,

Scope of Work

safety signs, etc.

• Remove or cover all existing accessory products, such as, hardware, fittings, fasteners, electrical plates, hinges, knobs, locks, trim, frame stops, light fixtures, door/window frames, etc. from all surfaces, prior to work beginning and replace upon completion.

• Care will be taken to insure the protection from drips, splatter or over spray, of adjacent surfaces and areas/items not being treated. In addition, extreme care and caution will be taken when children, pets and plants are present.

• Manually clean all gutters, external downspouts, leader heads, drain baskets or scupper boxes to ensure proper water flowing while the project is in progress.

Custom Proposal

• On all walls of the Rec Center-

Power wash and clean all walls, windows and perimeter of doors using APOC cleaner.

Once everything has completely dried, we will go through all windows and doors and seal using either backer rod and sika plus where needed or seal with high grade exterior silicone. Replacing whichever was there before or what the mechanic finds to be the best fit to ensure it is waterproof.

Go through all masonry and make minor repairs as needed using high density mortar. (color will match as close as possible, but not an exact match)

Seal all fascia metal nails/fasteners as needed using silicone.

Seal all walls using exterior grade waterproofing sealant with a sprayer to ensure the walls are watertight.

Remove all debris from site

We are not repsonsible for any leaks that may come from the roof.

$29,850

3 year warranty that no leaks will come from all walls, windows and doors.

Final Steps & Clean Up

• After all work is completed, we will remove all excess materials, equipment and scaffolding from the worksite, along with all debris caused by our work and keep the area clean throughout the entire process. We will use magnetic nail finders, blowers, brooms, rakes, etc to make the work area impeccably clean.

• Additionally, we will again, manually clean all gutters, external downspouts, leader heads, drain baskets and scupper boxes to ensure proper water flowing after project completion.

Scope of Work

UPON COMPLETION: Final balance plus all permit fees and NJ sales tax, if applicable.

- **We accept: Cash, Checks, Credit/Debit Cards (4% processing fee applies), Zelle, Venmo, CashApp, Paypal, ACH, and Residential Financing Available for Qualified Applicants.**

- **R4R will charge interest of 2.0% per month, as permitted by the State of NJ, for unpaid balances for more than 10 business days without prior authorization.**

- **All custom/special orders, including, but not limited to, windows, doors, siding, skylights, certain styles of *roof shingles, stucco, paint or any other products that cannot be returned to our suppliers, are non- cancellable and no refunds can be made for these orders, after the 72 hour right of rescission period.***

Grand Total: $29,850.00

ST-8 (3-23)

To be completed by both owner of real property and contractor, and retained by contractor. Read instructions on back of this certificate. Do not send this form to the Division of Taxation.

State of New Jersey
Division of Taxation

Sales Tax

Form ST-8

Certificate of Exempt Capital Improvement

A registered New Jersey contractor must collect the tax on the amount charged for labor and services under the contract unless the owner gives them a fully completed Certificate of Exempt Capital Improvement.

May be issued only by the owner of the real property

May not be issued for the purchase of materials

Roof4Roof
(Name of Contractor)

520 Route 17 South, Carlstadt, NJ, 07072
(Address of Contractor)

(Contractor's New Jersey Certificate of Authority Number)

The following information must be furnished:

*The nature of the contract is as follows (describe the exempt capital improvement to be made):

The address or location where work is to be performed:

Total amount of contract $

The undersigned hereby certifies they are not required to pay Sales and Use Tax with respect to charges for installation of tangible personal property, because the performance of the contract will result in an exempt capital improvement to real property. The undersigned purchaser hereby affirms (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

Contractor's Certification	**Property Owner's Signature**
I certify that all sales and use tax due has been or will be paid by the undersigned on purchases of materials incorporated or consumed in the performance of the contract described herein.	Name of owner of real property*
	Type of Business* (see instructions)
	New Jersey Taxpayer Identification Number* (see instructions)
	Address of owner of real property*
	By
Signature of Contractor Date	Signature of owner, partner, officer of corporation, etc.* Date

Any person making representations on this certificate which are willfully false may be subject to such penalties as may be provided for by law.

*Required

Reproduction of Certificate of Exempt Capital Improvement forms: Private reproduction of both sides of the Exempt Capital Improvement Certificates may be made without the prior permission of the Division of Taxation.

CLEARVIEW WASHING

PREPARED FOR:
7.15.25
Randy Morris
1200 Koelle Boulevard
Secaucus, NJ 07094
Rec Center

CLIENT NOTES

Thank you for the opportunity to once again work with the Town of Secaucus.

Once you have reviewed the proposal, please let me know how I may best assist you and I'll be happy to do so.

- Matt Wright, 732-489-4652
VP of Business Development

Your selection: 0

Caulking Only All Exterior Walls

~~Caulking Only all exterior Walls~~

~~$37,250~~

Select

Caulking and Waterproofing Together

Caulking and Waterproofing Together

Caulking and Waterproofing Together

$84,500

Select

Your selection: 0

RESOLUTION NO: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

RESOLUTION APPROVING TAX OVERPAYMENT REFUND(S)

WHEREAS, it has been determined by the Tax Collector that the taxpayer(s) indicated are entitled to tax overpayment refund(s) for 3rd Quarter 2025 and;

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

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

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

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
21	12	C0458	458 Dunlin Plaza	$ 1,870.92
21	12	C0517	517 Teal Plaza	$ 1,499.85
21	12	C0521	521 Teal Plaza	$ 1,402.00
21	15	C0340	340 Harmon Cove Towers	$ 782. 14
21	15	C0819	819 Harmon Cove Towers	$ 1,941.98
36	16		178 Louis Street	$ 2,504.61
90	19		630 Chestnut Place	$ 3,824.06
101	2	C0113	729 Tenth Street, Unit #3D	$ 710.65
122	9		235 Front Street	$ 1,505.96

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

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

RESOLUTION: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation Programs for the Town of Secaucus, the below persons are hereby transferred, reappointed and appointed to the **Regular** Part-Time Counselors positions for the 2025/2026 school year at the Before and After Care Programs Department (#81082) as follows:

Counselors (returning)	**Hourly Rate**
Wohlrab, Alexander	$15.49/Hour
Gonzalez, Alexio	$15.49/Hour
Gomez, Angelina	$15.58/Hour
Gomez, Andrew 1-1	$18.00/Hour
Miller, Ann	$16.48/Hour
Ozuna Arianna	$15.49/Hour
Maldonado, Asia	$15.58/Hour
Paparazzo, Brookelynn	$15.49/Hour
Kalakowski, Carlene	$17.22/Hour
Rivers, Caroline	$15.58/Hour
Acomata, Damaris	$16.97/Hour
Labianco, Eileen	$15.58/Hour
Marra, Ellen	$15.58/Hour
Vega, Isabella	$15.58/Hour
Yearty, Jacob	$15.84/Hour
Daliva, Jared Addy	$15.58/Hour
Acuna, Jeshua	$15.58/Hour
Kosky, Kaitlyn	$15.58/Hour
Wrinn, Kathleen	$15.58/Hour
Frey, Kelli 1-1	$18.00/Hour
Lemise, Laila	$16.48/Hour
Miguel, Luigi	$15.49/Hour
Pacheco, Luis	$15.58/Hour
Cirone, Margaret	$15.58/Hour
White, Mariah	$15.49/Hour
Nitschke, Mary	$15.58/Hour
Caceres, Melany	$16.48/Hour
Fernandez, Nayelis	$15.58/Hour
Guzman Lantigua, Pamela 1-1	$18.00/Hour
Masullo, Patricia	$15.58/Hour

Soler, Rebeca	$16.48/Hour
Testa, Robert	$16.97/Hour
Soler, Samantha	$15.58/Hour
Vasquez, Sebastian	$15.49/Hour
Soler, Sofia	$16.48/Hour
Taylor, Steven 1-1	$18.00/Hour
Ramirez, Uriel	$15.58/Hour
Echeverry, Valerie	$15.49/Hour
Carbone, Vincent	$15.58/Hour
Pineda, Yicel	$15.58/Hour
Fink, Zackary	$15.49/Hour
Velez-Ramos, Jayson	$15.49/Hour
Amarante, Marielis	$15.49/Hour
Ambrosio, Gabriella	$15.49/Hour
Torres-Sepulveda, Justin	$15.49/Hour
Barzaga, Emanuel 1-1	$20.00/Hour
Waiver, Donna	$20.18/Hour
Vega, Jasmine	$17.48/Hour
Imperato, Denise	$24.86/Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 23, 2025.

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 AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN PROPRIETARY CONTRACT FOR TURF REPAIR TO LANDTEK GROUP, INC.

WHEREAS, the Town of Secaucus Recreation Department has the need for Turf Repair for Kane Stadium, Clarendon, and Shetik Ball Fields; and

WHEREAS, LandTek Group, Inc., located in Bayshore, NY, has submitted Proposal #24-629R1, that was presented to the qualified purchasing agent, providing for Turf Repair for a total contract price of Thirty-Six Thousand Two Hundred Twenty-Five Dollars and 00/100 ($36,225.00); and

WHEREAS, LandTek (formerly FieldTurf) was awarded the original contract for the provision and installation of Turf at Kane Stadium under Resolution 2015-35, and using any other vendor for repairs would void the existing warranty; and

WHEREAS, N.J.A.C. 5:34-9.1(A)(1)(ii) identifies Proprietary as "Specialized in Nature" and "The good or service is patented, and the patented feature is essential for operational performance"; and

WHEREAS, the existing Turf, and the repairs of such, provided by LandTek is of a Proprietary nature, a procurement governed by N.J.S.A. 40A:11-13(d) and regulated by N.J.A.C. 5:34-9.1; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line-items C-04-55-2025-2140 @ $35,000.00 and 5-01-28-5180-2046 @ $1,225.00; and

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 Turf Repair at Kane Stadium, Clarendon, and Shetik Ball Fields to LandTek Group, Inc., for an amount not to exceed Thirty-Six Thousand Two Hundred Twenty-Five Dollars 00/100 ($36,225.00); and

BE IT FURTHER RESOLVED, that Landtek Group has submitted a Chapter 271 Political Disclosure Form which certifies that they have not made any reportable contributions to a political or candidate committee in the Town of Secaucus, in the County of Hudson, in any public entity in Hudson County, or in the 32nd Legislative District in the previous twelve (12) months, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19:44A-20.26; and

BE IT FURTHER RESOLVED, that LandTek Group, Inc. shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

Adopted: September 23, 2025

TOWN OF SECAUCUS

MUNICIPAL GOVERNMENT CENTER · SECAUCUS, NEW JERSEY 07094

REQUISITION

NO. _____

DEPARTMENT Public Works

PURCHASE ORDER NO. _____

DATE 9/15/25

DATE OF ORDER 9/15/25

SUGGESTED VENDOR LANDTEK

VENDOR LANDTEK

10 Sweenydale Ave

DELIVERY WANTED BY _____

Bay Shore, NY 11706

SHIP TO _____

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		SYNTHETIC TURF REPAIRS FOR		
		KANE, CLARENDON, AND SHETIK		
		BALLFIELDS	TOTAL	36,225
		CAPITAL ACCT #		35,000.00
		REGULAR BUDGET (5180-2046)		1,225.00
		C-01-55-2025-2140		

105 SWEENEYDALE AVENUE, BAY SHORE, NY 11706
OFFICE (631) 691-2381 • FAX (631) 598-8280

December 2, 2024

Proposal #24-629R1

Mr. Frank Sasso
Supervisor – Department of Public Works
Secaucus, NJ 07094

Re: Kane Stadium - Synthetic Turf Repairs

Dear Frank,

Thank you for allowing The LandTek Group the opportunity to provide you with this proposal for the following Scope of Work:

Scope of Work for: Kane Stadium

- Install new batters and catcher's boxes in "T" shape, using 2.25" tan slit-film turf
- Install new 4" white lines for batter's and catchers boxes
- Infill per manufacturers specs
- Install new turf home plate

Total Cost: **$7,100.00**

The total price for the work outlined above does not include tax (provided we receive a tax exempt certificate or a capital improvement certificate) Price is valid for 60 days.

PRICING EXCLUDES:

- Sales tax - Owner to provide tax exempt certificate
- Permits and fees are responsibility of owner
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

If you have any questions, don't hesitate to contact me directly.

Thank you,

Chris Spitznas
Account Manager
Cell 856-261-3971
cspitznas@landtekgroup.com

PO# # 36,225
CAPITAL ACCT.
35,000
REGULAR ACCT
1,225.00

Warranty

105 SWEENEYDALE AVENUE, BAY SHORE, NY 11706
OFFICE (631) 691-2381 • FAX (631) 598-8280

December 2, 2024

Proposal #24-630R1

Mr. Frank Sasso
Supervisor – Department of Public Works
Secaucus, NJ 07094

Re: Claredon Field - Synthetic Turf Repairs

Dear Frank,

Thank you for allowing The LandTek Group the opportunity to provide you with this proposal for the following Scope of Work:

Scope of Work for: Claredon Field

- Install new home plate circle, 20' diameter with 2" rust turf
- Install new 4" white lines for batter's and catchers boxes with foul lines
- Add white lines for softball batter boxes
- Infill per manufacturers specs
- Install new turf home plate

Total Cost: **$13,900.00**

The total price for the work outlined above does not include tax (provided we receive a tax exempt certificate or a capital improvement certificate) Price is valid for 60 days.

PRICING EXCLUDES:

- Sales tax - Owner to provide tax exempt certificate
- Permits and fees are responsibility of owner
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

If you have any questions, don't hesitate to contact me directly.

Thank you,

Chris Spitznas
Account Manager
Cell 856-261-3971
cspitznas@landtekgroup.com

105 SWEENEYDALE AVENUE, BAY SHORE, NY 11706
OFFICE (631) 691-2381 • FAX (631) 598-8280

December 2, 2024

Proposal #24-628R1

Mr. Frank Sasso
Supervisor – Department of Public Works
Secaucus, NJ 07094

Re: Buchmuller Park - Synthetic Turf Repairs

Dear Frank,

Thank you for allowing The LandTek Group the opportunity to provide you with this proposal for the following Scope of Work:

Scope of Work for: Buchmuller Park

- Install new home plate circle, 18' diameter with 2" rust turf
- Install new 4" white lines for batter's and catchers' boxes with foul lines
- Infill per manufacturers specs
- Install new turf home plate

Total Cost: **$13,100.00**

The total price for the work outlined above does not include tax (provided we receive a tax exempt certificate or a capital improvement certificate) Price is valid for 60 days.

PRICING EXCLUDES:

- Sales tax - Owner to provide tax exempt certificate
- Permits and fees are responsibility of owner
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

If you have any questions, don't hesitate to contact me directly.

Thank you,

Chris Spitznas
Account Manager
Cell 856-261-3971
cspitznas@landtekgroup.com

105 SWEENEYDALE AVENUE, BAY SHORE, NY 11706
OFFICE (631) 691-2381 • FAX (631) 598-8280

December 2, 2024

Mr. Frank Sasso
Supervisor – Department of Public Works
Secaucus, NJ 07094

Proposal #24-631R1

Re: Buchmuller/Kane/Claredon/Shetik - Four Field - Synthetic Turf G-Max Tests

Dear Frank,

Thank you for allowing The LandTek Group the opportunity to provide you with this proposal for the following Scope of Work:

Scope of Work for: G-Max Tests

- Perform comprehensive G-Max tests to all four fields listed above

Total Cost: **$2,125.00**

The total price for the work outlined above does not include tax (provided we receive a tax exempt certificate or a capital improvement certificate) Price is valid for 60 days.

PRICING EXCLUDES:

- Sales tax - Owner to provide tax exempt certificate
- Permits and fees are responsibility of owner
- Any items of work not specifically included in this proposal shall not be the responsibility of LandTek

If you have any questions, don't hesitate to contact me directly.

Thank you,

Chris Spitznas
Account Manager
Cell 856-261-3971
cspitznas@landtekgroup.com