

Town of Secaucus  
CONSENT AGENDA - 8/22/2017

THIS AGENDA IS FOR DISCUSSION PURPOSES AND IS SUBJECT TO CHANGE. ITEMS MAY BE ADDED OR REMOVED AS DETERMINED BY THE TOWN COUNCIL.

All matters listed under Consent Agenda are considered to be routine by the Mayor and Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1) Resolution on behalf of the Town of Secaucus authorizing to advertise for and receive bids for the Leasing of Heavy Equipment
- 2) A resolution authorizing a maintenance contract for Pedestrian Walkways and Buchmuller Park by Viper Box
- 3) Resolution authorizing suspension of parking restrictions for Friends of the Library Mini-Fair
- 4) Resolution appointing Frank Formisano as a Part-Time Custodian in the Recreation Department (#85000), effective August 8, 2017, at the hourly rate of \$9.00
- 5) Resolution authorizing the execution of an emergent contract with Bonded Waterproofing Systems, LLC for the Secaucus Volunteer Fire Department Engine Company Number 1 (150 Plaza Center)
- 6) Resolution stating that the Employee Handbook is revised, effective August 22, 2017
- 7) A resolution on behalf of the Town of Secaucus for approval of Change Order #1 to contract with AJM Contractors, LLC for paving of Seaview Drive
- 8) A resolution on behalf of the Town of Secaucus for approval of Change Order #1 to contract with American Asphalt & Milling Service, LLC for 2017 Road Program for Street Reconstruction of 3<sup>rd</sup> and 8<sup>th</sup> Streets
- 9) A resolution on behalf of the Town of Secaucus for approval of Change Order #1 to contract with Adamo Brothers Construction, Inc.

- 10) Resolution authorizing the award of a Non-Fair and Open Contract for Adamo Brothers Construction, Inc.
- 11) Resolution reappointing Regular Part-Time Counselors for the 2017-2018 School Year at the Secaucus Before and After Care Programs
- 12) Resolution appointing Vincent Gulino and Grisel Soto Perez as Relief Crossing Guards, pending successful completion of a background check and physical examination, at \$86.30 per shift
- 13) Resolution appointing Basketball Camp Counselors, a Football Program Director and a Cheerleading Program Director as Part-Time Staff for the 2017 Secaucus Recreation Sports Programs
- 14) Resolution authorizing cancellation/transfer of property taxes due to overbilling for 140-142 Charles Street
- 15) Resolution appointing Kim Mitchell to the Part-Time position of Clerical Front Desk Personnel in the Recreation Center, effective September 5, 2017, at the hourly rate of 9.00
- 16) A resolution of the Town of Secaucus authorizing the sale of surplus property no longer needed for public use on an on-line auction website govdeals.com

**TOWN OF SECAUCUS  
MAYOR AND COUNCIL MEETING - AUGUST 22, 2017  
CAUCUS/EXECUTIVE SESSION 4:30 PM  
MEETING TO COMMENCE 7:00 PM**

THE ORDINANCES FOR INTRODUCTION ARE FOR DISCUSSION  
PURPOSES AND ARE SUBJECT TO CHANGE. ITEMS MAY BE  
ADDED OR REMOVED AS DETERMINED BY THE TOWN COUNCIL.

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

**PLEDGE OF ALLEGIANCE**

**OPEN PUBLIC MEETINGS ACT**

**ROLL CALL**

**ORDINANCES FOR PUBLIC HEARING**

**Ordinance No. 2017-20**: An ordinance amending Chapter 73 of the Code of the Town of Secaucus entitled "Fire Prevention and Fire Protection" to update the provisions for smoke detectors and carbon monoxide alarm compliance inspections

**Ordinance No. 2017-21**: An ordinance amending Section 19.226 of the Code of the Town of Secaucus to update fees for the Zoning Board of Adjustments and Planning Board

**Ordinance No. 2017-22**: An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to extend hours of operation for 30 minute meters in Plaza Center

**Ordinance No. 2017-23**: 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 Second Avenue)

**ORDINANCES FOR INTRODUCTION**

**Ordinance No. 2017-24**: 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 Seventh Street)

**RESOLUTIONS (CONSENT AGENDA)**

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

**PAYMENT OF CLAIMS**

**BINGO/RAFFLE APPLICATIONS**

- 1) Application for an On-Premise Draw Raffle to be held on October 1, 2017, sponsored by St. Dominic Academy Parents Association
- 2) Application for an On-Premise 50/50 to be held on October 1, 2017, sponsored by St. Dominic Academy Parents Association
- 3) Application for an On-Premise 50/50 to be held on September 24, 2017, sponsored by Secaucus High School PTSA
- 4) Application for an On-Premise Draw Raffle to be held on September 24, 2017, sponsored by Secaucus High School PTSA

**COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL**

- 1) Request by Schiavone Construction to use one of the Mill Ridge Softball Fields on Thursday, September 14 from 2pm to 6pm
- 2) Request by Harish and Manoj Sachanandani for the Immersion Ceremony of the idol of Lord Ganesha in the waters at Mill Creek Point Park between the hours of 7pm and 11pm on Saturday, August 26
- 3) Request by the Jazmine League to use the Mill Ridge Baseball Field on Saturdays until the end of October

**COMMITTEE REPORTS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**REMARKS OF CITIZENS**

**ADJOURNMENT**

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

**ORDINANCE NO. 2017-20**

**AN ORDINANCE AMENDING CHAPTER 73 OF THE CODE  
OF THE TOWN OF SECAUCUS ENTITLED "FIRE PREVENTION AND FIRE  
PROTECTION" TO UPDATE THE PROVISIONS FOR SMOKE DETECTOR AND  
CARBON MONOXIDE ALARM COMPLIANCE INSPECTIONS**

**WHEREAS**, the Mayor and Council recognize that the safety of all residents and the protection of human life, buildings and structures is of great concern; and

**WHEREAS**, the Town of Secaucus Bureau of Fire Prevention conducts inspections of premises pursuant to state regulations and local ordinances to ensure that homes, buildings and structures meet safety, functionality and placement requirements for smoke detectors and carbon monoxide alarms; and

**NOW THEREFORE BE IT ORDAINED**, upon the recommendation of the Town of Secaucus Bureau of Fire Prevention and in an effort to clarify the provisions of 73-23, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, as follows:

1. Chapter 73 of Code of the Town of Secaucus, "§73-23. Smoke detector inspections for all residences." be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 73-23. ~~Smoke detector inspections for all residences.~~ **Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance Inspections for all Residences.**

- A. No person, regardless of whether such person is a new tenant or a new owner ~~of a one (1) or two (2) family house~~, shall occupy a one (1) or two (2) family house, **condominium, apartment** or any part thereof, ~~including apartments~~, after change of tenancy or ownership, **regardless of the length of the rental tenancy or ownership**, unless all such units and apartments thereof ~~shall be~~ are equipped with ~~a smoke detector or~~ smoke detectors **and carbon monoxide alarms** in accordance with ~~N.J.A.C. 5:70-2.20 and N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code~~, and have issued with respect to such one (1) or two (2) family house, **condominium or apartment**, a certificate issued by the Secaucus Fire Inspector attesting that such ~~one (1) or two (2) family house~~ is in compliance with ~~said N.J.A.C. 5:70-2.20 and N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code~~. Whenever there shall be change in tenancy or ownership, **regardless of the length of said tenancy or ownership**, of a one (1) or two (2) family home, **condominium, apartment or any part thereof**, in the Town of Secaucus, prior to the effectiveness of such new tenancy or ownership, the municipality, through the ~~e~~Office of the Secaucus Fire Inspector, shall perform a physical inspection of the premises to determine that there is smoke detector compliance in accordance with ~~N.J.A.C. 5:70-2.20 and N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code~~.
- B. (1) ~~Such certificate is~~ **Any certificates issued for smoke detector and carbon monoxide alarm compliance inspections are** not transferable.

- (2) If the change in occupancy specified in the application does not occur within six (6) months, a new application will be required.
  - (3) **Tenancy or rental shall refer to the occupancy or use of any one (1) or two (2) family house, condominium, apartment or any unit that is part thereof. For the purposes of this Chapter, "unit" shall refer to a single unit providing complete, independent living facilities for one (1) or more persons, living together as a single family or domestic unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. A dwelling unit does not include rooming houses, boarding houses or commercial residences. For the purposes of this Chapter, "family" shall refer to either an individual or two (2) or more persons related by blood, marriage or adoption living together as a single housekeeping unit in a dwelling unit; or a group of persons, who need not be related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit; plus, in either case, usual domestic servants. A "family" may include any number of gratuitous guests or minor children not related by blood, marriage or adoption. A "family" does not include persons living together in rooming houses, boarding houses, or commercial residences.**
- C. The fee for the aforesaid inspection to insure compliance herewith shall be forty dollars (\$40.) per inspection for one-family homes/~~condos~~**and condominiums**, forty dollars (\$40.) per inspection for apartments, sixty dollars (\$60.) per inspection for two-family homes and seventy-five dollars (\$75.) per inspection for three-family homes and up. In the event that the Secaucus Fire Inspector is required to make a reinspection because the premises are not in conformity with ~~N.J.A.C. 5:70-2.20~~ **and N.J.A.C. 5:70-2.3**, N.J.A.C. 5:70-4.19 **and the New Jersey Uniform Fire Code**, an additional fee of thirty dollars (\$30.) for each additional inspection shall be imposed. Furthermore, any request received fewer than two (2) business days prior to the change of occupant shall be one hundred dollars (\$100.) per inspection. [Amended 4-24-07 by Ord. No. 2007-15; 2-23-10 by Ord. No. 2010-8]
- D. The aforesaid certificate shall only be issued upon the requisite fees hereunder being paid.
- E. ~~Smoke detector~~ **Certificate of smoke detector and carbon monoxide alarm compliance** inspections shall be required prior to the sale or rental, **regardless of the length of the rental**, of any multi-family dwelling or dwellings within the Town of Secaucus. All inspection requirements pertinent to multi-family dwellings pursuant to any applicable Uniform Fire Safety Act and Uniform Fire Safety Code shall be strictly adhered to.
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 73 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 \_\_\_\_\_, 2017 and finally adopted by the Mayor and Council on \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
 Mayor

**Introduction 7-25-17**

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

**Adoption 8-22-17**

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

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

**ORDINANCE NO. 2017-21**

**AN ORDINANCE AMENDING SECTION 19.26 OF THE CODE OF THE TOWN OF  
SECAUCUS TO UPDATE FEES FOR THE ZONING BOARD OF ADJUSTMENTS AND  
PLANNING BOARD**

**WHEREAS**, the Town of Secaucus established land use procedures pursuant to the Municipal Land Use Law designed to regulate buildings and uses as to their extent and impact upon the landscape; and

**WHEREAS**, the fees established for application and variance services rendered by the Town's Planning Board and Zoning Board of Adjustment are contained in §19-26, which was codified in 1987; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-8, the Mayor and Town Council are updating the fees charged based on current conditions, the reasonableness of fees and review of the work of the Planning Board and the Zoning Board of Adjustments.

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

1. Chapter 19 "Land Use Procedures" of the Code of the Town of Secaucus, "§19-26 Fees" be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 19-26. Fees.

The following fees are hereby established and shall be paid by applicants for services rendered by the Planning Board and the Zoning Board of Adjustment:

- A. Minor subdivision application: ~~\$125.00~~ **\$250.00**
- B. Major subdivision application: ~~\$125.00~~ **\$250.00** plus \$50.00 per lot or dwelling unit, whichever is greater
- C. Commercial use variances and other commercial variances: ~~\$500.00~~ **\$1,000.00**
- D. Residential use variances: ~~\$125.00~~ **\$500.00**
- E. All other residential variances: ~~\$85.00~~ **\$200.00**

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 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 \_\_\_\_\_, 2017 and finally adopted by the Mayor and Council on \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
 Mayor

**Introduction 7-25-17**

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

**Adoption 8-22-17**

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

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

**ORDINANCE NO. 2017-22**

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO EXTEND HOURS OF OPERATION FOR 30 MINUTE METERS IN PLAZA CENTER**

**WHEREAS**, the Town has previously adopted an Ordinance specifying locations, fees and time limits for all parking meters in the Town; and

**WHEREAS**, the Mayor and Council have determined that a change to Article XIII of Chapter 127 of the Code of the Town of Secaucus to extend certain time limited meter spaces in the Plaza Center to 9:00 p.m. is warranted, based upon the parking needs for businesses in that vicinity in the evening hours; and

**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 XIII entitled "Parking Meters," §127-49 *et seq.* of the Code of the Town of Secaucus be and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~cross-outs~~; additions are indicated in **bold**):

**§ 127-55. Parking meter zones and time limits.**

A. The following locations are paid parking zones within the Town of Secaucus:

<u>Name of Street</u>	<u>Side/Location</u>	<u>Hours</u>	<u>Time Limit</u>	<u>Rates</u>
Front Street	North/opposite that section of Front Street between Humboldt Street and Golden Avenue: the 2 most southerly meters in each of the 5 ranks of parking to <b>create 10 metered parking spaces</b>	9:00 a.m. to <del>6:00 p.m.</del> <b>9:00 p.m.</b>	30 min.	\$0.05 (per 1/4 hour)

2. There are no other changes to these sections 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 \_\_\_\_\_, 2017 and finally adopted by the Mayor and Council on \_\_\_\_\_, 2017.

\_\_\_\_\_

Town Clerk

\_\_\_\_\_

Mayor

Introduction 7-25-17

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

Adoption 8-22-17

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

AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2017-23

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

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 locations:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Second Avenue	South	On the south side of Second Avenue, beginning at a point 132 feet east of the south east corner of Roosevelt Avenue and Second Avenue, continuing east for a distance of 22 feet in front of 55 Second Avenue

That the parking space designated for 55 Second Avenue adopted by Ordinance is to be personalized for Placard P1617848.

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

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**

#### **EFFECTIVE DATE**

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



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

**ORDINANCE NO. 2017-24**

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

**SECTION 1**

**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 locations:

<b><u>NAME OF STREET</u></b>	<b><u>SIDE</u></b>	<b><u>LOCATION</u></b>
Seventh Street	West	On the west side of Seventh Street, beginning at a point 78 feet north of the north west corner of Centre Avenue and Seventh Street, continuing north for a distance of 22 feet in front of 757 Seventh Street

That the parking space designated for 757 Seventh Street adopted by Ordinance is to be personalized for Placard P1830269.

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

**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**

#### **EFFECTIVE DATE**

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



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

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

**RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING TO ADVERTISE FOR AND RECEIVE BIDS  
FOR THE LEASING OF HEAVY EQUIPMENT**

**BE IT RESOLVED**, by the Mayor and the Town Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Clerk is hereby authorized to advertise for and receive bids for the Leasing of Heavy Equipment.

Adopted: August 22, 2017

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

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

\_\_\_\_\_  
Mayor

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

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

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

**A RESOLUTION AUTHORIZING A MAINTENANCE CONTRACT FOR  
PEDESTRIAN WALKWAYS AND BUCHMULLER PARK BY VIPER BOX**

**WHEREAS**, the Town of Secaucus' IT Department in conjunction with the Secaucus Police Department, utilizes proprietary computer hardware and software equipment for investigative and surveillance tasks in the interest of public safety of the Pedestrian Walkways/Cat Walks going over Route 3 and in Buchmuller Park (collectively "Systems"); and

**WHEREAS**, the Systems require regular maintenance and support; and

**WHEREAS**, Viper Box, located at 11A Commerce Way, Totowa, New Jersey, 07436, has submitted a quote to supply the necessary maintenance and support of the Systems for the Pedestrian Walkways/Cat Walks going over Route 3 and in Buchmuller Park for a one (1) year period; and

**WHEREAS**, contracts for the support of existing proprietary computer hardware and software are exempt from public bidding, in accordance with N.J.S.A. 40A:11-5(1) (dd); and

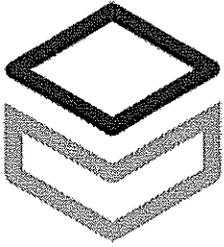
**WHEREAS**, the Town of Secaucus' IT Department, has verified that the Systems are proprietary in nature, as they were installed and monitored by Viper Box, in coordination with the Secaucus Police Department's Monitoring System; and

**WHEREAS**, the Town of Secaucus is permitted by law (N.J.S.A. 19:44A-20.2, et seq.) to authorize a contract without publicly advertised competition if the contract is likely to exceed \$17,500.00 or if the contract, when combined with other contracts entered into during the year with the same contractor, is likely to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) in the aggregate, so long as (a) the contract is exempt from public bidding under the Local Public Contracts Law and (b) the contractor, as defined in the law, (i) has not made certain political contributions for one (1) year preceding the award of a contract, (ii) will not make any such political contributions during the term of the contract and (iii) has filed a disclosure of certain political contributions made during the past twelve (12) months; and

**WHEREAS**, Viper Box has provided a written certification that it has not made and will not make any prohibited political contributions and it has also filed the required forms.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Mayor and/or Town Administrator or his designee is hereby authorized to execute a contract with Viper Box to provide software maintenance and support of the System for the Pedestrian Walkways/Cat Walks over Route 3





**VIPERBOX**  
CONNECTIONS DELIVERED

11A Commerce Way  
Totowa, NJ 07436  
Phone: (973) 304-1581  
Fax: (201) 731-0014  
Toll Free: (800) 494-1240  
[www.vipercomm.com](http://www.vipercomm.com)

Secaucus Police Department  
Police Department  
1203 Paterson Plank Road  
Secaucus, NJ 07094

*Re: Public Safety Video Surveillance System (PSVSS) Maintenance and Support Agreement*

Thank you for doing business with us. We are committed to providing you with the highest quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

The Viper Box Support Maintenance and Support Agreement covers the equipment listed in the Equipment List on Page 3 of this Agreement, as well as:

#### VIDEO SURVEILLANCE SYSTEM COMPONENTS

Licensing and Expansion Modules  
Remote NVR viewing software  
Internal and External System Interconnect Cables  
Equipment Mounts  
Fiber optic cable and coupler panels  
All cabling associated with surveillance system  
All electrical components associated with surveillance system  
Accessories, including keyboards, mice, and monitors

#### ADMINISTRATIVE FUNCTIONS

Add, modify and delete system users  
Retrieve and store video surveillance clips  
Provide remote system administration, maintenance, and software upgrades  
Build and maintain standard video configurations  
Help desk support on video surveillance system issues

This agreement is designed to minimize the Police Departments employees' need to deal with system problems and maximize system availability. Viper Box requires client to designate a primary contact to coordinate any service issues that arise.

This warranty covers all video surveillance system hardware, including cameras, wireless mesh devices installed by Viper Box in all of client's existing locations. If client purchases new hardware that is outside of the current standards or is not part of the original contract associated with this warranty, Viper Box will evaluate the coverage of such items on an individual basis.

All parts and materials will be repaired or replaced by Viper Box. Items not covered under this contract are:

- Additional cabling requirements
- Installation of new equipment not present at service contract inception
- Office relocation
- Proprietary software

Response Time

- Network Operation Center online and remote support within two business hours 8x5
- Onsite support within 2 business hours for critical service related issues resulting in a service outage
- All emergency calls are processed and handled immediately
- All non-emergency calls are handled same day if reported by 1pm and by next business day if reported after 1pm.

The fixed cost for this Support and Maintenance Agreement is **\$13,000.00**

This support agreement includes unlimited telephone and remote support and on-site support for critical service related issues. For any work we are asked and authorized to perform outside the scope of this Agreement, we will charge \$99.00 per hour.

By signing below for our respective organizations, each of us agrees to the terms of this Agreement.

Commencement Date: 09/01/2017

Expiration Date: 08/31/2018

Agreed to: Secaucus Police Department

Agreed to: Viper Box™

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name and Title: \_\_\_\_\_

Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Secaucus Police Department  
1203 Paterson Plank Road  
Secaucus, NJ 07094

Viper Box  
11A Commerce Way  
Totowa, NJ 07512

**Equipment List**

Town Hall Server Room		
Qty	Part Number	Description
1	SRN-100-4TB	Samsung NVR 4TB 100Mbps Recording/64Mbps Playback throughput 8 HDD bays
4	WD60PURX	Samsung NVR 6TB Hard Drive Upgrade
Public Library		
Qty	Part Number	Description
1	FM3100M-HW	Fluidmesh FM3100 MITO SINGLE MIMO RADIO DEVICE 10MBPS THROUGHPUT
Route 3 Pedestrian Bridges		
Qty	Part Number	Description

8	SNV-6084R	Samsung Network IR Vandal Dome Camera 2MP Full HD (1080p) Motorized Simple Focus Lens 2.8x (3-8.5mm) H.264/MJPEG WDR TrueD/N SD/SDHC/SDXC 12VDC/24VAC/PoE IP66 IK10 Built-in -40F 24VAC Heater
8	SBP-301HM3	Samsung Medium Cap Adapter Accessory (SNV-6084R)
8	SBP-300WM1	Samsung Wall Mount Accessory
8	SBP-300PM	Samsung Pole Mount Adapter Accessory use with SBP-300WM Ivory
2	FM1200V-HW	Fluidmesh 1200 VOLO, Single MIMO Radio Device, 1 Mbps Ethernet Throughput, 4.9-5.8 GHz with Integrated Panel Antennas; 2 Ethernet Ports; Includes Passive PoE Injector and 90-240 VAC Power Supply
2	FM1200V-30	Fluidmesh Enable 30 Mbps Ethernet Throughput in FM1200V Devices
1	FM3100M-60	Fluidmesh ENABLE 60 MBPS ETHERNET THROUGHPUT IN FM3100M DEVICE
3	FM-SURGE	Fluidmesh In-line Surge Protector
3	FM-EEW-3Y	Fluidmesh Limited warranty extension to 3 years and enhanced warranty with Advance Replacements
1	JRM35010/FZ1761	JRM Non-Penetrating Mount & Mast Galvanized Celular, PCS, Broadband Roof Mount.
2	VPoD	Vpod Enclosure with web interface and Grid Web server control. Internal reboot command center.
<b>Engine 1 Firehouse and Buchmuller Park</b>		
Qty	Part Number	Description
16	SNV-8081R	Samsung 5 Megapixel Vandel-Resistant Network IR Dome Camera
16	SBP-300LM	Samsung Accessory, Long Arm Wall Mount
16	SBP-300LM	Samsung Mount Accessory
5	FM1200V-HW	Fluidmesh 1200 VOLO, Single MIMO Radio Device, 1 Mbps Ethernet Throughput, 4.9-5.8 GHz with Integrated Panel Antennas; 2 Ethernet Ports; Includes Passive PoE Injector and 90-240 VAC Power Supply
3	FM1200V-30	Fluidmesh Enable 30 Mbps Ethernet Throughput in FM1200V Devices

1	FM1200V-05	Fluidmesh Enable 5 Mbps Ethernet Throughput in FM1200V Devices
1	FM-1200V-10	Fluidmesh Enable 10 Mbps Ethernet Throughput in FM1200V Devices
5	FM-SURGE	Fluidmesh In-line Surge Protector
5	FM-BRKT	Pole/Wall Mounting Bracket for Ponte/Volo Radios
1	WS-C2960X-24PD-L	Cisco 24 Port Managed PoE Switch, Gigabit
1	Materials	Materials: Cable, Electrical Supplies, Fiber, Racks, Patch Panels Fiber Boxes, Termination Ends, Mounts and other Misc Materials

### ADDITIONAL TERMS AND CONDITIONS

#### 1. TERM

This Agreement is effective from the Commencement Date and shall remain in effect as set forth in this Agreement.

#### 2. RESPONSIBILITIES OF CUSTOMER

A. Customer has provided Viper Box the necessary information needed to successfully service the Customer as set forth in this Agreement.

B. Customer shall pay all amounts payable to Viper Box within 30 days from date of invoice.

#### 4. SERVICE AND LIMITATIONS

A. All maintenance service obligations of Viper Box here under are contingent upon the proper use of the equipment and do not apply to equipment which has been modified without Viper Box approval or which has been subject to unusual physical or electrical stress. Viper Box shall be under no obligation to furnish maintenance service (preventive or remedial): (1) if maintenance adjustment, repair or parts replacement is required because of accident, neglect, misuse or cause other than ordinary use; or (2) if the equipment is maintained or repaired by other than Viper Box personnel, without the prior approval of Viper Box. If maintenance service is required as a result of causes stated above, such repairs will be made at Viper Box's discretion and at it's applicable per call rates and terms then in effect.

Maintenance service also does not include or cover: (1) operating supplies or accessories, paint or refinishing the equipment or materials for this purpose; or (2) Electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices or services connected with relocation of equipment not originally specifically stated herein.

All equipment, which is to be subject to this Agreement, may be inspected by a Viper Box technician prior to the commencement date of this Agreement to determine the present condition of the equipment. All equipment must be in satisfactory condition in Viper Box's able discretion before it can be subject to this Agreement. Any equipment repairs performed by Viper Box to bring the equipment to satisfactory condition shall be billed at the per-call rates and terms then in effect.

Maintenance services required because of improper installation of the equipment. If the equipment is not installed by a Viper Box employee, it will not be included under this Agreement and you will be billed at the current term and rates then in effect.

B. Viper Box is not responsible for data communications, internet problems, or any other problems not under the control of Viper Box.

#### 5. LIMITATION OF LIABILITY AND WARRANTY

A. ALL MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED BY VIPER BOX ON AN "AS IS" BASIS. THE MANUFACTURES OF SAID MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS MAY PROVIDE WARRANTIES FOR THEIR PRODUCTS. WARRANTY QUESTIONS OR PROBLEMS WITH RESPECT TO SUCH MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SHOULD BE ADDRESSED DIRECTLY TO THE MANUFACTURER. VIPER BOX DOES NOT WARRANT THAT ANY MATERIALS, SUPPLIES, PARTS OR OTHER PRODUCTS WILL MEET CUSTOMERS REQUIREMENTS, OR THAT THE OPERATION OR USE OF ANY MATERIALS, SUPPLIES, PARTS OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. VIPER BOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. VIPER BOX SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. IN ANY EVENT, THE LIABILITY OF VIPER BOX SHALL NOT EXCEED TWICE THE CONTRACTED PRICE UNDER THIS AGREEMENT.

C. VIPER BOX SHALL NOT BE DEEMED TO BE IN DEFAULT OF ANY PROVISION HEREOF OR BE LIABLE FOR ANY DELAY, FAILURE IN PERFORMANCE, OR INTERRUPTION OF SERVICE RESULTING FROM ACTS OF GOD, CIVIL OR MILITARY CATASTROPHES, TRANSPORTATION DELAYS, INABILITY TO OBTAIN MATERIALS OR PARTS FROM SUPPLIERS, OR OTHER FORCE BEYOND ITS REASONABLE CONTROL.

#### **6. SUB-CONTRACT**

A. Viper Box shall have the right to subcontract any or all of its responsibilities under this Agreement, subject to Customer's prior written approval, to one or more qualified subcontractors, but this shall not relieve Viper Box of its responsibilities under this Agreement.

#### **7. GENERAL TERMS**

A. This Agreement constitutes the entire understanding between the parties. No employee, representative or agent of Viper Box has any authority to bind Viper Box to any affirmation, representation, modification or warranty, concerning the services or materials provided hereunder unless specifically included within this Agreement or as a written amendment executed by an officer of Viper Box.

B. No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of such right(s), shall be deemed to constitute the waiver of such right(s). If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

C. All written notices required to be given by either party under this Agreement shall be addresses to Viper Box at the address designated herein and addresses to Customer at the address designated on the first page of this document. Such notices shall be deemed given five days after post marked by the United States Postal Service, certified, return receipt requested.

D. If there is any lapse in coverage the rate will not be grandfathered. The new rate is subject to an increase based on current rates.

E. Customer reserves the right to terminate this agreement upon 30 days prior written notice to Viper Box if Viper Box fails to perform any of its obligations contained in this agreement.

F. This Agreement is entered into in, and shall be governed by and construed in accordance with the laws of the state of New Jersey.

**RESOLUTION AUTHORIZING SUSPENSION OF PARKING  
RESTRICTIONS FOR FRIENDS OF THE LIBRARY MINI-FAIR**

**WHEREAS**, the Friends of the Library are sponsoring a Mini-Fair at the Secaucus Public Library on Saturday, September 16, 2017 from 10:00 am to 3:00 pm; and

**WHEREAS**, the Mayor and Council have determined that parking meters in the area of the Plaza should be suspended on that day for the duration of the Mini-Fair.

**NOW, THEREFORE, BE IT RESOLVED**, that the metered parking in the Plaza Municipal Lot shall be suspended on Saturday, September 16, 2017 from 10:00 am to 3:00 pm.

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Police Department.

August 22, 2017

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

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

\_\_\_\_\_  
Mayor

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

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey that Frank Formisano is hereby appointed to the part time position of Custodian in the Recreation Center Department (#85000) effective Tuesday, August 8, 2017, at the rate of \$9.00 / Hour (coverage for 5:00 a.m. shift).

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22nd, 2017.

---

Town Clerk

Mayor

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

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

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN EMERGENT CONTRACT  
WITH BONDED WATERPROOFING SYSTEMS, LLC FOR THE SECAUCUS  
VOLUNTEER FIRE DEPARTMENT ENGINE COMPANY 1 (150 PLAZA CENTER)**

**WHEREAS**, work was previously approved by the Mayor and Council, pursuant to **Resolution No. 2017-231**, dated June 27, 2017, for a drainage system around the inside perimeter of the basement of the Secaucus Volunteer Fire Department Engine Company 1, located at 150 Plaza Center, in order to prevent water infiltration and damage to the structure; and

**WHEREAS**, Bonded Waterproofing Systems, LLC, 65 Woodbine Street, Bergenfield, New Jersey 07621, provided a quotation for the work dated June 21, 2017, with an initial value not to exceed Six Thousand Dollars (\$6,000.00) for the project; and

**WHEREAS**, during the project, additional water and drainage issues were uncovered that were not anticipated and required immediate handling to prevent further damage and keep the firehouse fully operational in the interest of health, safety and welfare; and

**WHEREAS**, the need for this service in a public building was deemed emergent and repair authorized after review by the Town Administrator and the Office of Purchasing; and

**WHEREAS**, N.J.S.A. 40A:11-6 authorizes the award of a contract on an emergent basis where there is a threat to the health, safety and welfare of the public.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, ratify the execution of a contract on an emergent basis between the Town of Secaucus and Bonded Waterproofing Systems, LLC for well, pipe and pump work deemed necessary during the Bonded Deep Channel Pressure Relief System project for the Secaucus Volunteer Fire Department Engine Company 1, as described in the attached quotation at an amount not to exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00); and

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

**BE IT FURTHER RESOLVED** the Finance Director certifies that funds are available for these services in the 2017 Municipal Budget; and

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

Adopted: August 22, 2017

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

---

Town Clerk

Mayor

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

# BONDED

BONDED WATERPROOFING SYSTEMS, LLC

July 28, 2017

Ray Ciecivch  
Secaucus Fire House  
Eng. Co. 1  
Secaucus, NJ.

This is the estimate you requested.

1. Install 4, 3/4 H. P. pumps and wells
2. Install 8 inch polypropylene pipe underground, in the front and right rear of the building to the street, connect downspouts and pump discharge pipe to them.
3. Install 8 inch polypropylene pipe underground, to storm sewer on the left side of the building, connect downspouts and pump discharge pipe to it.
4. A dump truck or dumpster will be supplied by Fire House for all debris.
5. The premises are left broom clean.

We are fully insured

The price is  
\$18,500.00

Should you have any questions, please call me at 201.218.8869. Thank you.

Truly yours,  
Ron Di Lorenzo

Resolution No. 2017-231

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR BONDED  
WATERPROOFING SYSTEMS, LLC FOR A BONDED DEEP CHANNEL PRESSURE  
RELIEF SYSTEM AT THE SECAUCUS VOLUNTEER FIRE DEPARTMENT ENGINE  
COMPANY 1 (150 PLAZA CENTER)**

**WHEREAS**, work is needed to install a drainage system around the inside perimeter of the basement of the Secaucus Volunteer Fire Department Engine 1 located at 150 Plaza Center in order to prevent water infiltration and damage to the structure; and

**WHEREAS**, Bonded Waterproofing Systems, LLC, 65 Woodbine Street, Bergenfield, New Jersey 07621 provided a quotation for the work dated June 21, 2017 which includes the installation of a Bonded Deep Channel Pressure Relief System and the removal of all debris; and

**WHEREAS**, the value of the services for the project will not exceed \$6,000.00 for the duration of the project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Town of Secaucus approve the execution of a contract between the Town of Secaucus and Bonded Waterproofing Systems, LLC for a Bonded Deep Channel Pressure Relief System for the inside perimeter of the basement floor of the Secaucus Volunteer Fire Department Engine 1 as described in the attached quotation at an amount not to exceed Five Thousand Nine Hundred Ninety-five Dollars (\$5,995.00) for the full project in accordance with N.J.S.A.40A-11.1 et seq.; and

**BE IT FURTHER RESOLVED**, that Bonded Waterproofing Systems, LLC shall provide the Business Entity Disclosure Certification and any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

**BE IT FURTHER RESOLVED**, the Finance Director certifies that funds are available for these services in the 2017 Municipal budget; and

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

Adopted: June 27, 2017

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 June 27, 2017.

Michael Marra

[Signature]

Town Clerk

Mayor

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

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

01 - 1601 -

Amount \$ 6000.00

Date 6/28/17

[Signature]  
Signed: Nicholas Goldsack

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Employee Handbook is revised effective August 22<sup>nd</sup> 2017 is hereby adopted.

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

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

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

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
FOR APPROVAL OF CHANGE ORDER #1 TO CONTRACT WITH AJM  
CONTRACTORS, LLC., FOR PAVING OF SEAVIEW DRIVE**

**WHEREAS**, the Town of Secaucus has a contract with AJM Contractors, LLC, for paving of Seaview Drive; and

**WHEREAS**, the present contract was awarded under **Resolution 2016-229** in the amount of \$355,675.91 (including Base Bid and Alternate A); and

**WHEREAS**, it has been determined that as per traffic data from the Town of Secaucus Police/Traffic Department, there is less traffic in the area on Saturdays and will allow the contractor to finish the job faster and more efficiently, additional paving at night and Saturday, which will increase the contract cost by \$13,381.98 for the night and \$6,477.39 for Saturday paving; and

**WHEREAS**, there is the need for a **Change Order #1** to increase the contract with AJM Contractors, LLC., in the amount of \$19,859.37; and

**WHEREAS**, the **Change Order No. 1**, will increase the overall contract amount to \$361,945.56; and

**WHEREAS**, **Change Order #1** is necessary to finish the job faster and more efficiently; and

**WHEREAS**, the Chief Financial Officer certifies that there are sufficient funds under account **01-2010-00-59351-001** for said contract;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus to award Change Order No. 1, to AJM Contractors, LLC., in the amount of \$19,859.37

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
FOR APPROVAL OF CHANGE ORDER #1 TO CONTRACT WITH AMERICAN  
ASPHALT & MILLING SERVICE, LLC., FOR 2017 ROAD PROGRAM FOR STREET  
RECONSTRUCTION OF 3<sup>RD</sup> AND 8<sup>TH</sup> STREET**

**WHEREAS**, the Town of Secaucus has a contract with American Asphalt & Milling Services, LLC., for street reconstruction of 3<sup>rd</sup> and 8<sup>th</sup> Street; and

**WHEREAS**, the present contract was awarded under **Resolution 2017-232** in the amount of \$355,675.91; and

**WHEREAS**, it has been determined that additional trees in front of certain residences need to be removed and replaced as part of the subject contract, which will increase the contract cost by \$6,269.65; and

**WHEREAS**, there is the need for a **Change Order #1** to increase the contract with American Asphalt & Milling Services, LLC, in the amount of \$6,269.65; and

**WHEREAS**, the **Change Order No. 1**, will increase the overall contract amount to \$361,945.56; and

**WHEREAS**, **Change Order #1** is necessary for removal and replacement of the trees; and

**WHEREAS**, the Chief Financial Officer certifies that there are sufficient funds under account **01-2010-00-59351-001** for said contract;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus to award Change Order No. 1, to American Asphalt & Milling Services, LLC., in the amount of \$6,269.65

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
FOR APPROVAL OF CHANGE ORDER #1 TO CONTRACT WITH ADAMO  
BROTHERS CONSTRUCTION, INC.**

**WHEREAS**, the Town of Secaucus has a contract with Adamo Brothers Construction, Inc., for replacing the existing concrete sidewalk and repave the parking lot; and

**WHEREAS**, the present contract was awarded under **Resolution 2017-228** in the amount of \$33,500.00; and

**WHEREAS**, it has been determined that additional concrete work is needed in order to control water flow affecting a neighboring property, which will increase the contract cost by \$2,500.00; and

**WHEREAS**, there is the need for a **Change Order #1** to increase the contract with Adamo Brothers Construction, Inc., in the amount of \$2,500.00; and

**WHEREAS**, the **Change Order No. 1**, will increase the overall contract amount to \$36,000.00; and

**WHEREAS**, **Change Order #1** is necessary for additional concrete work to control water flow affecting a neighboring property; and

**WHEREAS**, the Chief Financial Officer certifies that there are sufficient funds under account **01-2010-00-59351-001** for said contract;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus to award Change Order No. 1, to Adamo Brothers Construction, Inc., in the amount of \$2,500.00

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

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

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND  
OPEN CONTRACT FOR ADAMO BROTHERS CONSTRUCTION, INC.**

**WHEREAS**, the Town of Secaucus, Police Department, has a need to acquire trench work, as well as supply labor and materials for the following project and parts for the proper maintenance of such as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Adamo Brothers Construction, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that Adamo Brothers Construction, Inc., has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year and that the contract will prohibit Adamo Brothers Construction from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measures of the State of New Jersey under N.J.S.A. 19:44A-20.27.

**WHEREAS**, the Purchasing Agent has certified in writing that the value of the acquisition of said goods and services will not exceed an annual amount of \$14,500.00; and

**WHEREAS**, the anticipated term of this contract is for the length of the work to be completed; and

**WHEREAS**, the Town of Secaucus wishes to utilize the Alternate Process, also known as a Non-Fair and Open Contract, to acquire Labor and materials related to such, from Adamo Brothers Construction, Inc., in Ridgefield, New Jersey; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, award the contract between the Town of Secaucus and Adamo Brothers Construction, Inc., to supply labor and materials as described herein for an amount not to exceed \$14,500.00; and

**BE IT FURTHER RESOLVED** that Adamo Brothers Construction, Inc. shall provide the Business Entity Disclosure Certification and any and all updated compliance information requested by the Town of Secaucus' Office of Purchasing; and

**BE IT FURTHER RESOLVED** said award is subject to approval of funds in the 2017 Municipal Budget.

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

Adopted: August 22, 2017

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation of the Town of Secaucus, the below persons are hereby reappointed to the positions of regular Part Time Counselors for 2017 - 2018 school year at the **Secaucus Before and After Care programs**:

<u>Counselors (returning)</u>	<u>Hourly Rate</u>
BROWN, PATRICIA A (Huber)	19.63 / Hour
CARCAMO, MARITZA	10.61 / Hour
CLAUDIO, MARGARET	14.85 / Hour
DEPAOLO, JOANN	13.26 / Hour
DUBIEL, LILLIAN P (Huber)	19.63 / Hour
FUARDO, PAMELA M	14.85 / Hour
GILL, ROXANNE	11.14 / Hour
HODGE, KATHARINE G	10.30 / Hour
HUNDEVADT, SHEILA D	11.14 / Hour
IMPERATO, DENISE (Clarendon)	19.63 / Hour
KALAKOWSKI, CARLENE (Pre-K)	12.00 / Hour
KALENA, LINDA F	10.30 / Hour
KOWALEWSKI, VALERIE	10.61 / Hour
MASTROPIETRO, DONNA	11.00 / Hour
MASULLO, PATRICIA H	10.30 / Hour
MAURIN, AMBER M	10.61 / Hour
MELI, RYAN	10.61 / Hour
MILLER, ANN	10.30 / Hour
MORGAN, DOREEN E	10.61 / Hour
NITSCHKE, MARY A	11.14 / Hour
PASCARELLO, ANNA	11.00 / Hour
PIZZUTA, RENA	10.61 / Hour
PONTI, BARBARA E	10.61 / Hour
PRUNES, NICOLE A	10.61 / Hour
SANDUCCI, CAROLINE H	14.85 / Hour
SIMERMAN, PHYLLIS	11.00 / Hour
THOMPSON, LORRAINE	13.00 / Hour
TORRACO, LAUREN P	11.14 / Hour
TORRES, EVELYN	11.00 / Hour
WAIVER, DONNA	15.91 / Hour

**BE IT FURTHER RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pending the successfully completion of a background check and physical examination, the below persons are hereby newly appointed to the positions of regular Part Time Counselors for 2017 - 2018 school year in the **Secaucus Before and After Care programs**:

<u>Counselors (new hires)</u>	<u>Hourly Rate</u>
BAJRACHARYA, SHREYA	8.50 / Hour
BIENKOWSKI, KATHLEEN	10.00 / Hour
BANKS, WILMA (relief)	9.00 / Hour
CASTILLO, PATRICK	10.00 / Hour
CALARA, DANIELLE MONIQUE (relief)	9.00 / Hour
CIRONE, MARGARET	9.00 / Hour
FERNANDEZ, MATTHEW	10.00 / Hour
FERNANDO, RAJV (relief)	9.00 / Hour
FONSECA, WONDA	9.00 / Hour
FONSECA, ALYSSA (relief)	8.50 / Hour
KIKUCHI, DONNA	9.00 / Hour
LENNON, PHYLLIS	9.00 / Hour
MARKO, KRISTAL	9.00 / Hour
SIVADASAM, SURAJ (relief)	8.50 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

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

\_\_\_\_\_  
Mayor

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

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pending the successful completion of a background check and physical examination the below persons are hereby appointed to the position of part time **Relief Crossing Guards** effective with the start of school year at the rate of pay as follows:

Vincent Gulino	\$86.30 / Shift
Grisel Soto Perez	\$86.30 / Shift

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

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

\_\_\_\_\_  
Mayor

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



**RESOLUTION NO. \_\_\_\_\_ - 2017**  
**RESOLUTION AUTHORIZING CANCELLATION/TRANSFER OF**  
**PROPERTY TAXES DUE TO OVERBILLING**

**WHEREAS**, the 2017 Extended Tax Duplicate is showing an overbilling in the 3<sup>rd</sup> and 4<sup>th</sup> Quarter of 2017 due to a subdivision prior to January 2017.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus that the Tax Collector is authorized to cancel 2017 billing for **Block 39 Lot 1.03** (also known as 140-142 Charles Street) as follows:

QTR.	BLOCK	LOT	ADDRESS	AMOUNT
3 <sup>rd</sup>	39	1.03	140-142 Charles Street	\$ 2,946.14
4 <sup>th</sup>	39	1.03	140-142 Charles Street	<u>\$ 2,946.14</u>
3 <sup>rd</sup> and 4 <sup>th</sup> Quarters 2017 totaling .....				\$ 5,892.28

**BE IT FURTHER RESOLVED**, that 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2017 payments for Block 39 Lot 1.03 are to be transferred to newly formed:

**Block 39 Lot 1.03 Q: C0001**

4 <sup>th</sup> Quarter 2017.....	\$ 2,800.12
1st Quarter 2018.....	\$ 146.02

**Block 39 Lot 1.03 Q: C0002**

3 <sup>rd</sup> Quarter 2017 .....	\$ 2,873.13
4 <sup>th</sup> Quarter 2017 .....	\$ 73.01

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

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

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
RESOLUTION**

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey that **Kim Mitchell** is hereby appointed to the part time position of Clerical Front Desk in the Recreation Center Department (#85000) effective Tuesday September 5<sup>th</sup>, 2017, at the rate of \$9.00 / Hour (5:00 am shift)

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on August 22, 2017.

---

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that the auction for the items listed on Schedule A will start online on September 8, 2017 and end on September 13, 2017, or in a date range soon thereafter, in accordance with the following:

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

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

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

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

August 22, 2017

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 June 27, 2017.

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

\_\_\_\_\_  
Mayor

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

## TOWN OF SECAUCUS

### SCHEDULE A: SURPLUS PROPERTY

<u>Description</u>	<u>Quantity</u>	<u>Details</u>	<u>Min. Price</u>
Pairs of firefighting gloves	10	Expired/damaged	\$ 10.00
Black Firefighter helmets	2	Non NFPA compliant/damaged	\$ 50.00
Pairs of black firefighting bunker pants	11	Non NFPA compliant/damaged	\$ 100.00
Black firefighting turnout jackets	8	Non NFPA compliant/damaged	\$ 100.00
Plymo vent exhaust system for a firehouse house engine room exhaust	1	Fan and compressor not included	\$ 100.00
1997 KME Renegade Pumper with generator	1	VIN #1K9AF4286WNO58727; mileage 29,601; needing a new transmission, needing an electronic control valve for pump	\$ 20,000.00
1989 FMC Custom Cab Pumper with generator	1	VIN # FDYD8OU1KVA23815; mileage 20,919 ; Non NFPA compliant; needing repairs to engine, transmission, pump, tank, etc. misc. valves/tools included	\$ 500.00
2001 Chevy	1	VIN # 2G1WF55K519361742	\$ 300.00



State of New Jersey

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

FORD M. SCUDDER  
*State Treasurer*

JIGNASA DESAI-MCCLEARY  
*Director*

AMENDMENT #02  
T-2581

SOLICITATION #13-X-22727  
CONTRACT #A83453

**TO:** All State Using Agencies  
**DATE:** January 24, 2017  
**FROM:** Patrick Slack, Procurement Specialist 1  
**SUBJECT:** Auctioneering Services – Surplus Property  
**CONTRACT PERIOD:** January 29, 2013 to January 28, 2016  
**1<sup>st</sup> Extension Period:** January 29, 2016 to January 28, 2017  
**2<sup>nd</sup> Extension Period:** January 29, 2017 to January 28, 2018

Please be advised that the State Contract award (A83453) to GovDeals, Inc. has been extended for a one year period starting January 29, 2017 and terminating January 28, 2018 to provide online auctioneering services for disposal of State surplus property.

All pricing, terms and conditions of the contract shall remain unchanged.

Please retain a copy of this Amendment with your Notice of Award.



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

T-2581

**Auctioneering Services: Internet Auctions to Sell Surplus Property**

13-X-22727

A-83453

### Award Summary

January 29, 2013

#### I. Compliance/Approval Requirements

- a. All compliance and approval instructions may be found in the Request for Proposal (RFP) Section 3.0 Scope of Work.

#### II. Purpose

- a. The purpose of this RFP is to provide Internet web-based auction services for the purpose of selling State surplus property.

#### III. Award Method

- a. The State has awarded a contract to GovDeals, Inc.
- b. The contract comprises of one (1) price line.
- c. The Tiered Fee Reduction Schedule is as follows:
  1. Where an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
  2. Where an asset sells for more than \$100,000 and up to \$500,000, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
  3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
  4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

#### IV. Directions for Use of Contract

- a. The State contract Manager shall answer any questions or concerns about any aspect of the contract.