Town of Secaucus CONSENT AGENDA – 9/10/19

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

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

- 1) A resolution on behalf of the Town of Secaucus for approval of Change Order #1 to a contract Captain Construction for the 2019 Road Program Ninth Street
- 2) Resolution authorizing the settlement of the tax appeal regarding Lot 6.04 in Block 227 as set forth on the official tax maps of the town of Secaucus owned by EPT Meadowlands LP
- 3) Resolution authorizing the withdrawal of the Town's counterclaim in the tax appeal regarding Lot 8 in Block 50 Qualifier HM as set forth on the official tax maps of the town of Secaucus owned by GMA Group, LLC
- 4) Resolution authorizing the withdrawal of the Town's counterclaim in the tax appeal regarding Lot 10 in Block 138 as set forth on the official tax maps of the town of Secaucus owned by MCC Enterprises, LLC
- 5) Resolution authorizing the settlement of the tax appeal regarding Lot 6 in Block 7 as set forth on the official tax maps of the town of Secaucus
- 6) A resolution on behalf of the Town of Secaucus authorizing the award of a professional service contract for the creation of a mural over the catwalk to Dan Azaceta
- 7) A resolution on behalf of the Town of Secaucus authorizing the award of a contract for maintenance of Town elevators to Elevator Maintenance Corp. (EMCO)

TOWN OF SECAUCUS

MAYOR AND COUNCIL MEETING - SEPTEMBER 10, 2019 CAUCUS/EXECUTIVE SESSION 4:30 PM MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

APPROVAL OF MINUTES

Resolution approving the minutes of the Regular Meeting of July 23, 2019

ORDINANCES FOR INTRODUCTION

Ordinance No. 2019-36: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of handicapped parking spots on Centre Avenue, Franklin Street, Minnie Place and Second Street)

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

BINGO/RAFFLE APPLICATIONS

1) Application for a Casino Night to be held on November 9, 2019, sponsored by Secaucus Fire Department Hose Co. #1

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by the Indian Caucus of Secaucus to use Buchmuller Park on October 12 from 1pm to 6pm for the Diwali Mela Festival 2) Request by the Indian Caucus of Secaucus to use the Recreation Center Basketball Courts on October 19 from 7pm to 11:30 pm for their annual Dhandiya Night
- 3) Request by Chris Loughlin of the Meadowlands FC to use Kane Stadium on Fridays from 8pm to 10pm and Sundays from Noon to 2pm from September 8 to December 8 for adult soccer games
- 4) Request by Jim Dilla of the USSSA to use Mill Ridge Field #3 on Sundays from September to November from 8am to Noon for softball games

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

TOWN OF SECAUCUS COUNTY OF HUDSON RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, that the minutes of the Regular Meeting of July 23, 2019 are hereby approved.

September 10, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 10, 2019.

Town Clerk	V	Iayo:	r	
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy	<u> </u>			
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

AN ORDINANCE OF THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2019-36

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 locations:

NAME OF STREET	SIDE	LOCATION
Centre Avenue	North	On the north side of Centre Avenue, beginning at a point 49 feet east of the northeast corner of Centre Avenue and First Street continuing east for a distance of 18 feet directly in front of 172 Centre Avenue
Franklin Street	South	On the south side of Weigands Lane, beginning at a point 487 feet east of the northeast corner of Paterson Plank Road and Franklin Street continuing east for a distance of 18 feet in front of 191 Franklin Street
Minnie Place	East	On the east side of Minnie Place beginning at a point 133 feet south of the southeast corner of Front Street and Minnie Place continuing east for a distance of 18 in front of 772 Minnie Place

Second Street

West

On the west side of Second Street, beginning at a point 161 feet north of the northwest corner of Centre Avenue and Second Street continuing north for a distance of 18 feet in front of 761 Second Street

That the parking space designated for 172 Centre Avenue adopted by Ordinance is to be personalized for Placard No. P1968484.

That the parking space designated for 191 Franklin Street adopted by Ordinance is to be personalized for Placard No. P2042318.

That the parking space designated for 772 Minnie Place adopted by Ordinance is to be personalized for Placard No. P2060931.

That the parking space designated for 761 Second Street adopted by Ordinance is to be personalized for Placard No. P1803840.

If the license plate(s) for the person(s) utilizing the parking Space(s) at the above listed address(es) 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

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 10, 2019 and finally adopted by the Mayor and Council on October 8, 2019.

Town Clerk	Mayor

Introduction 9-10-19

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

Adoption 10-8-19

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

Resolution No.	

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS FOR APPROVAL OF CHANGE ORDER #1 TO A CONTRACT CAPTAIN CONSTRUCTION FOR THE 2019 ROAD PROGRAM 9TH STREET

WHEREAS, the Town of Secaucus has a contract with Captain Construction for the 2019 Road Program 9th Street under resolution 2019-152 in the amount of \$357,139.00; and

WHEREAS, it has been determined that additional work is needed, including an increase in concrete and tree removal, which will increase the total cost by Ten Thousand Seven Hundred Sixty-Three Dollars 50/100 (\$10,763.50); and

WHEREAS, there is a need for a Change Order #1 to increase the contract with Captain Construction in the amount of Ten Thousand Seven Hundred Sixty-Three Dollars 50/100 (\$10,763.50) for the work set forth, which will increase the overall contract amount to Three Hundred Sixty-Seven Thousand Nine Hundred Two Dollars 50/100 (\$367,902.50); and

WHEREAS, the Chief Financial Officer certifies that there are sufficient funds under account <u>10-2150-55-70608-001</u> for said contract.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, that the above statements are incorporated herein and Change Order #1 for Captain Construction in the amount of Ten Thousand Seven Hundred Sixty-Three Dollars 50/100 (\$10,763.50) is hereby approved.

Adopted: September 10, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 10, 2019.

own Clerk	N	/layo	r	
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

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

10 · 2152 55 · 7668 661 ·
Amount \$ 367 902. 50 Date 5/6/19

Town of Secaucus Engineering/District Zoning Department 1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094 Tel: 201-617-5913



Project:

2019 ROAD PROGRAM 9TH STREET

8/23/2019

BASE BIL

MANAGE BID		390000000000000000000000000000000000000	1,686,760,000	W253W25V5183	Agaztagajorna aggi	36543046455555555555	Marie Constantinuoseur ette
Item No.	Description	Unit	Change Order	Total Quantity	Total Quantity Rounded	Unit Price	Amount
1	CONCRETE SIDEWALK, 4" THICK	SY	49	49	55	\$63.00	\$3,465.00
2	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	5Y	18	18	20	\$63.00	\$1,260,00
3	9" x 18" CONCRETE VERTICAL CURB	LF	58	58	70	\$28.00	\$1,960.00
4	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	1	1	1	\$500.00	\$500.00
5	TREE REMOVAL, OVER 24" TO 36" DIAMETER	UN	1	1	1	\$2,000.00	\$2,000.00
6	LARGE DECIDUOUS TREE 2 TO 2-1/2" CALIPER (SYRINGA RETICULATA 'IVORY SILK') B&B	UN	1	1	1	\$300.00	\$300.00
7	LARGE DECIDUOUS TREE 2 TO 2-1/2" CALIPER (PRUNUS SERRULATA 'KWANZAN') B&B	UN	1	1	1	\$300.00	\$300.00

TOTAL CONSTRUCTION COST - BASE BID	\$9,785.00
10% CONTINGENCY - BASE BID	\$978.50
TOTAL - BASE BID	\$10,763.50

RESOLUTION NO.____

TOWN OF SECAUCUS COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE TAX APPEAL REGARDING LOT 6.04 IN BLOCK 227 AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS OWNED BY EPT MEADOWLANDS LP

WHEREAS, EPT Meadowlands LP, the owner of real property located at 455 Plaza Drive, otherwise designated as Lot 6.04 in Block 227 on the official tax maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey from the Assessed Value of said property for the Tax Years 2010, 2011, 2016 and 2018; and

WHEREAS, the Parties have agreed to a reduction in the real property's Assessed Values as follows:

1. Tax Year 2010 \$24,000,000

2. Tax Year 2011 \$24,000,000

3. Tax Year 2018 \$24,000,000; and

WHEREAS, the Complaint filed for 2016 shall be withdrawn along with the Town's withdrawal of its Counterclaim; and

WHEREAS, by further agreement of the Taxpayer the Freeze Act shall not apply to the 2012 and 2013 Tax Years, respectively; and

WHEREAS, the Assessed Value for the 2020 Tax Year shall be \$19,000,000; and WHEREAS, the Taxpayer has further agreed to waive statutory pre-judgment interest on the tax refund; and

WHEREAS, the Town Tax Assessor has agreed to the reduction in Assessed Value on the real property for the subject Tax Years in accordance with the settlement; and,

WHEREAS, the agreed upon reductions in Assessed Values has resulted in a total tax recapture by the Taxpayer for the property of \$195,124; and

WHEREAS, the total tax recapture shall be provided to the Taxpayer as follows: \$97,562 as a credit and \$97,562 as a refund; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to adjust the Assessed Values 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 Assessed Value of the Property located at 455 Plaza Drive (Lot 6.04 Block 227) (together with the other terms of settlement) shall be as follows:

Tax Year 2010 \$24,000,000

Tax Year 2011 \$24,000,000

Tax Year 2018 \$24,000,000

- 2. Tax Year 2016 Complaint shall be withdrawn.
- 3. The Freeze Act shall not apply to Tax Years 2012 and 2013, respectively.
- 4. The agreed upon Assessed Value for Tax Year 2020 shall be \$19,000,000.
- 5. The Town Tax Collector is hereby authorized to issue a check to the Taxpayer upon receipt of the Tax Court Judgments representing fifty (50%) of the Total Tax Recapture attributable to the reduction in Assessed Values set forth herein \$97,562.

- 6. The Town Tax Collector is hereby authorized to apply a credit in the amount of \$97,562 to the Taxpayer's Tax Year 2020 tax bill.
- 7. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaims filed for each of the subject year.
- 8. This Resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION	NO
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RESOLUTION AUTHORIZING THE WITHDRAWAL OF THE TOWN'S COUNTERCLAIM IN THE TAX APPEAL REGARDING LOT 8 IN BLOCK 50 QUALIFIER HM AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS OWNED BY GMA GROUP LLC.

WHEREAS, GMA Group LLC, the owner of property located at 255 Secaucus Road, otherwise designated as Lot 8 in Block 50 on the official Tax Maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey from the Assessed Value of said property for Tax Year 2019; and

WHEREAS, the Taxpayer has agreed to withdraw its appeal filed for that year; and WHEREAS, the Town has been asked to consider the withdrawal of its Counterclaim filed for the subject Tax Year; and

WHEREAS, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to withdraw the Counterclaim for Tax Year 2019.

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 Town's Tax Appeal counsel is hereby directed and authorized to withdraw the Counterclaim filed in connection with the Taxpayer's 2019 Tax Appeal.
 - 2. This resolution shall take effect immediately or as otherwise provided by law.

R	ES	OL	TU.	TON	NO	

RESOLUTION AUTHORIZING THE WITHDRAWAL OF THE TOWN'S COUNTERCLAIM IN THE TAX APPEAL REGARDING LOT 10 IN BLOCK 138 AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS OWNED BY MCC ENTERPRISES, LLC.

WHEREAS, MCC Enterprises LLC, the owner of property located at 55 Flanagan Way, otherwise designated as Lot 10 in Block 138 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the Assessed Value of said property for the Tax Year 2019; and

WHEREAS, the property owner has withdrawn its appeal filed for Tax Year 2019; and

WHEREAS, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to withdraw the Counterclaim for Tax Years 2019.

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 Town's Tax Appeal counsel is hereby directed and authorized to withdraw the Counterclaims filed in connection with the Taxpayer's 2019 Tax Appeal.
 - 2. This resolution shall take effect immediately or as otherwise provided by law.

SOLUTION NO	LUTION NO
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RESOLUTION AUTHORIZING THE SETTLEMENT OF THE TAX APPEAL REGARDING LOT 6 IN BLOCK 7 AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS

WHEREAS, PSEG Power, LLC, formerly owned property located at New County Road Area, otherwise designated as Lot 6 in Block 7 on the official tax maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey alleging that the property was taken from it by the State of New Jersey's eminent domain authority and, therefore PSEG was not the record owner of said property for the Tax Years 2016, 2017, 2018 and for a portion of 2019; and

WHEREAS, despite this PSEG inadvertently paid the taxes for the vacant property in the specified tax years; and

WHEREAS, the Town has been provided proof of the taking and shall revise its' municipal tax records to indicate the correct owner of the subject property the same being the State of New Jersey; and

WHEREAS, The Town shall refund to the Plaintiff any and all taxes inadvertently paid to it by PSEG during Tax Years 2016; 2017; and 2018 and a portion of 2019 amounting to approximately \$13,000.00 Dollars; and

WHEREAS, the Town has agreed to make payment of statutory interest to the Plaintiff only if the refund is not within sixty (60) days of the date of the entry of the Tax Court Judgment; and

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

WHEREAS, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to revise its municipal tax records to reflect the actual owner of the property and effectuate the refund as previously described.

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: the tax records for Lot 6 in Block 7 shall be adjusted to reflect the fact that PSEG did not own the subject property during Tax Years 2016; 2017; 2018 and a portion of 2019.

- 2. The Town Tax Collector is hereby authorized to issue a check to PSEG in the amount equal to the real property taxes paid by PSEG to the Town for Tax Years 2016; 2017; 2018 and a portion of 2019.
 - 3. This resolution shall take effect immediately or as otherwise provided by law.

Peter J. Zipp, Esq. - Attorney I.D. 022131986

ZIPP & TANNENBAUM, LLC

280 Raritan Center Parkway
Edison, New Jersey 08837
(732) 605-1000

Attorney for Plaintiff

TAX COURT OF NEW JERSEY

PSEG POWER, LLC

Plaintiff,

V.

Civil Action

SECAUCUS TOWN

CONSENT ORDER

THIS MATTER, having been brought to the Court's attention by the parties, and the plaintiff, PSEG Power, LLC (the "Plaintiff"), having pald real property taxes on a certain parcel of real property identified as Block 7, Lot 6, Qual. HM on the official tax map of the Town of Secaucus a/k/a New County Road Area (the "subject property") for each of tax years 2016, 2017, 2018 and for a portion of tax year 2019; and the Plaintiff not having been the record owner of the subject property for any period during the said tax years; and the Plaintiff having made real property tax payments to the Towns of Secaucus (the "Defendant") mistakenly, believing that it was the record owner of the subject property; and

Loi door canse suo	AA11.	
IT IS ON THIS	day of	, 2019,
ORDERED.		

- 1. The Defendant shall revise its municipal tax records so that they indicate, henceforth, the correct owner of the subject property.
- 2. The Defendant shall refund any and all real property tax payments for the subject property, made by the Plaintiff, during tax years 2016, 2017, 2018 and 2019.

- 3. The Defendant shall make payment of statutory interest to the Plaintiff, pursuant to N.J.S.A. 54:3-27.2, only if the refund referred to above is not within sixty (60) days of the date of entry of the Tax Court judgment.
- 4. All refunds, including interest, if any, paid pursuant to this Order, shall be made payable to the taxpayer and forwarded to Zipp & Tannenbaum, LLC, 280 Raritan Center Parkway, Edison, New Jersey 08837 within sixty (60) days of the date of entry of the Judgment pursuant to N.J.S.A. 54:3-27.2.
 - 5. The Court shall enter judgment incorporating the terms of this stipulation.

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 -	Honorable Joseph M. Andresini, P.J.T.C.
Consent as to Form:	
Zipp & Tannenbaum, LLC Attorneys for the Plaintiff PSEG Power, LLC	
By: Joseph G. Buro, Esq.	
Weiner Law Group, LLP Attorneys for the Defendant Town of Secaucus	
	

Joseph F. Ranieri, Esq.

Resolution	No.	

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT FOR THE CREATION OF A MURAL OVER THE CATWALK TO DAN AZACETA

WHEREAS, in an effort to beautify certain areas of the Town the Secaucus, and to promote quality of life for Town residents, a mural was commissioned for the catwalk; and

WHEREAS, Dan Azaceta of Secaucus, NJ completed this work, the cost for which totals Ten Thousand Seven Hundred Sixty Dollars 00/100 (\$10,760.00); and

WHEREAS, in accordance with N.J.S.A. 40A:11-2(6) "Professional services may also mean services rendered in the provision of performance of goods or services that are original and creative in character in a recognized field of artistic endeavor"; and

WHEREAS, in accordance with N.J.S.A. 40A:11-3(a) when the cost or price of a contract awarded by the contracting agent in the aggregate does not exceed the total sum of \$17,500.00, the contract may be awarded by an employee designated by the governing body; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(a)(i) Any contact for Professional Services may be negotiated and awarded by the governing body without public advertising, and shall be awarded by resolution of the governing body; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item <u>01-2010-00-11092-082</u>

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the professional service contract for the Creation of a Mural Over the Catwalk to Dan Azactea at an amount not to exceed Ten Thousand Seven Hundred Sixty Dollars and 00/100 (\$10,760.00); and

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

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the professional service contract with Dan Azaceta for the Creation of a Mural Over the Catwalk as described herein; and

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

Adopted: September 10, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 10, 2019.

Mayor		r	
Yes	No	Abstain	Absent
·			
	Yes	Yes No	Yes No Abstain

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

Amount \$ 10,760 Date 9/6/19
Signed: Nicholas Goldsack

Dan Azaceta 759 Post Place Secaucus NJ 07094

INVOICE

Michael Gonnelli 1203 Paterson Plank Rd Secaucus NJ 07094 Invoice #

0000001

Invoice Date

08/15/2019

Due Date

08/15/2019

Item	Description	Unit Price	Quantity	Amount
Service	Flower Murai	3990.00	1.00	3,990.00
Product	Paint / Supplies	160.00	1.00	160.00
	Mural by / over catwalk square foot x 266 sq ft	Subtotal		4,150.00
		Subtotal Total		4,150.00 4,150.00
				·

Dan Azaceta 759 Post Place Secaucus NJ 07094

INVOICE

Michael Gonnelli 1203 Paterson Plank Rd Secaucus NJ 07094 Invoice #

0000002

Invoice Date

08/15/2019

Due Date

08/15/2019

Item	Description	Unit Price C	Quantity	Amount
Service	Flower Mural	4365.00	1.00	4,365.00
Product	Paint / Supplies	250.00	1.00	250.00
	Mural by / over catwalk juare foot x 291 sq ft	Subtotal		4 615 00
		Subtotal		4,615.00 4.615.00
		Subtotal Total Amount Paid		4,615.00 4,615.00 0.00

Dan Azaceta 759 Post Place Secaucus NJ 07094

INVOICE

Michael Gonnelli 1203 Paterson Plank Rd Secaucus NJ 07094

Invoice #

0000003

Invoice Date

08/15/2019

Due Date

08/15/2019

Item	Description	Unit Price	Quantity	Amount
Service	Flower Mural	1905.00	1.00	1,905.00
Product	Paint / Supplies	90.00	1.00	90.00
	Mural by / over catwalk uare foot x 127 sq ft	Subtotal		1,995.00
		Subtotal Total		1,995.00
				<u> </u>

Resolution	No.	
Mesonmon	110.	

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE AWARD OF A CONTRACT FOR MAINTENANCE OF TOWN ELEVATORS TO ELEVATOR MAINTENANCE CORP. (EMCO)

WHEREAS, the Town of Secaucus has elevators in their buildings located at 1203 Paterson Plank Road, 1379 Paterson Plank Road, 1200 Koelle Boulevard, and 145 Front Street which, in the interest of public safety and welfare, need to be properly maintained; and

WHEREAS, the Town of Secaucus needs to appoint a qualified company with the skill and expertise to perform elevator maintenance; and

WHEREAS, four (4) quotes were obtained for these services; and

WHEREAS, Elevator Maintenance Corp. (EMCO) of Kearny, New Jersey possesses the required qualifications as set forth above; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item <u>01-2010-00-11092-069</u>.

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 the Maintenance of Town Elevators to Elevator Maintenance Corp. (EMCO) for a one (1) year term, with an annual fee not to exceed Seven Thousand Two Hundred Dollars 00/100 (\$7,200.00) (billed monthly at \$600.00); and

BE IT FURTHER RESOLVED, that Elevator Maintenance Corp. (EMCO) shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the contract with Elevator Maintenance Co. (EMCO) for the Maintenance of Town Elevators as described herein; and

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

Adopted: September 10, 2019

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 10, 2019.

own Clerk	Mayor		r		
Motion:	Yes	No	Abstain	Absent	
Second:					
Councilman Costantino					
Councilman McKeever					
Councilman Clancy					
Councilman Dehnert					
Councilman Gerbasio					
Councilwoman Tringali					
Mayor Gonnelli					
	1			. L	

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

Amount \$ 72000 01 - [1092 069-

Signed : Nicholas/Goldsack

ELEVATOR



16919-B Agreement No. _____

EMCO

ELEVATOR SERVICE AGREEMENT

Prepared For:	
	Town of Secaucus
	1203 Paterson Plank Road
	Secaucus, New Jersey 07094
	Attn: Ray Cieciuch
Post Front - Arm	Tel # (201) 376-6819 Email <u>rcieciuch@secaucus.net</u>
Building Location:	Paterson Plank Road, 1379 Paterson Plank
Road,	1200 Koelle Boulevard, 145 Front Street,
Secau	cus, New Jersey 07094

ELEVATOR MAINTENANCE CORPORATION

	16919-B
Agreement	No

COVERAGE

Under the Terms and Conditions of this Agreement subsequently set forth we will maintain the Elevator Equipment using skilled elevator personnel whom we directly employ and supervise.

HOURS OF WORK: We shall perform all work during regular working hours of the regular working days of the elevator trade. The Corporation agrees to furnish TWENTY-FOUR HOUR EMERGENCY SERVICE when described equipment becomes inoperative. We will systematically and regularly examine, adjust, lubricate as required and when we deem it necessary repair or replace the following components:

<u>POWER UNIT:</u> Pumps-Pump Motors-"V"Belts or Flexible Couplings-All Valves-including Relief-Pilot-Lowering-Leveling-Check Valve-or any parts thereof-Solenoids-Solenoid Coils-Strainers-Springs-Gaskets-Victaulic Couplings-Silencers-Silencer Inserts-Viscosity Controls-and Exposed Hydraulic Fittings.

STARTER PANEL: Starters including Contacts-Colls-Springs-Overload Protection Devices-Transformers and fuses.

<u>CONTROLLER</u>: All Relays-Contacts-Shunts-Springs-Insulators-Fuses-Rectifiers-Resistors-Capacitors-Timers-Transformers-Reverse Phase Relay-Overload Protection Devices-Selector Switches-Resistance for Operating and Motor Circuits, Operating Circuit Rectifiers.

WIRING: Traveling Control Cables-Hoistway Control Wiring-Car Light Traveling Cable.

<u>HOISTWAY</u>: Hoistway Limit Switches-Car Limit Switches-Interlocks-Door Hanger Rollers-Bottom Door Guides-Pit Stop Switch-Buffers-Piston Guide Bearings-Packing Gland-Packings or Seals-Wiper Rings-Head Gaskets and Inductors.

PIPING: Exposed Piping-Couplings-Unions-Fittings-Gate Valves-Overflow and Return Lines.

<u>CAR</u>: Car Guide Shoes or Rollers-Leveling Units-car Door Operators-Motors-Gears-Cables-Belts-Chains-Pulleys-Gate Motors-Cam Motors-Car Door Contacts-Gate Switches-Car Door Protection Devices-Photo Electric Devices-Alarm Beli-Bottom Door Guides and Car top Selector.

<u>SIGNALS</u>: Car Push Button Stations-Hall Push Button Stations-Hall Lanterns and Gongs-Supervisory Starter Panel-Original Equipment Key Switches-Emergency Stop Switches-Fire Service Feature.

WE ALSO AGREE TO:

- A. Furnish Lubricants that are specially prepared and compounded.
- B. Maintain Hydraulic Fluid at proper Operating Level.
- C. Make any adjustments, repairs or replacements that may be advisable before the next regular examination.

NOT INCLUDED:

The following items of elevator equipment are not included in this agreement, refinishing, repairing or replacement of car enclosure, car doors, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and/or buried piping and jack casing, emergency power plant and associated contractors, emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls.

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TERMS AND CONDITIONS

ELEVATOR MAINTENANCE CORPORATION

Agreement	No	16919-B
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We shall perform all work, which may be required to remove violations, or to comply with recommendations of public administrative agencies or departments and casualty companies resulting from normal wear. It is understood, however, that this work will be done by us only in the event that it pertains to those items which we, under the terms of the Agreement are required to repair. It is also understood that the conditions requiring this work shall not have been in existence on the date that our service is to commence under this Agreement or after 30 days cancellation notice has been given by either party.

- We shall not, under the terms of this Agreement, be required to make safety load test or to Cables nor shall we be required to
 make any additions or changes to existing equipment or its method of operation. We shall not be obliged to render any cleaning
 services except to the base of the elevator located in the motor room and the door operating mechanism on the car.
- 2. We shall not be responsible for the following items of elevator equipment: Refinishing or replacement of car closure including car door panels, floor covering, hoist way enclosures including hoist way doors, hardware, door frames and sills, hoist way gates, hatchway lighting, car lighting, fixtures, bulbs or fluorescent tubes, relamping of signal system, emergency lighting, fans, mirrors, main line switches or circuit breakers, feeders, power voltage fluctuations beyond the normal limits of 5% plus or minus, head and smoke sending devices, sump pumps, underground contaminated soll and or buried jack casing, cylinder, piping and wiring
- The Contractor shall not be responsible for computers, microcomputer devices, display units, telephones, intercoms, head and smoke sensors, or communications of safety signaling equipment.
- 4. The Owner shall shut down the equipment immediately upon manifestation of any irregularity in operations or appearance in the equipment, notify the Corporation at once and keep the equipment shut down until completion of repair(s).
- 5. In the event of any damage to the elevator equipment caused by chemicals or water, it is the Owner's responsibility to shut the elevator down immediately and advise the Corporation. A survey will be performed to determine the extent of the damage, if any, and we will submit our proposal to perform the necessary work to place the elevator in proper and safe operating condition. If recommended work is not complied with, this contract will be considered null and void.
- If payments are not made in accordance with the terms of this Agreement, when due, the Corporation may elect to cancel this Agreement and shall not be liable for any acts or omissions during the period of default. Whether elections is made to cancel this Agreement or not, any attorney collection fees and interest incurred by the Corporation will be paid by Owner, Upon receiving payments of arrears plus attorney collection fees, and interest, the Corporation may, as its option, continue to render services hereunder, but such continuance shall not constitute a walver of any of its rights because of such default.
- 7. The corporation shall retain title to all equipment supplied under this Agreement until all payments have been made. In the event of any default of the Owner, the corporation may enter the premises and take immediate possession of said equipment.
- 8. Any and all disputes arising under the terms and provisions of this Agreement may be submitted by either party to non-binding arbitration before an arbitrator appointed by and in accordance with the rules of the New Jersey State Board of Mediation.
- 9. The Owner shall give the corporation written notice immediately after the occurrence of any accident,
- 10. Our responsibility and this Agreement shall be terminated immediately upon transfer of the title of the building(s) in which the elevator(s) are located.
- 11. In the event the Owners acceptance is in the form of purchase order or other kind of document, the provision, terms and conditions of this proposal shall govern in the event of conflict.

ELEVATOR MAINTENANCE CORPORATION

Agreement No. 16919-B

INSURANCE COVERAGE

ELEVATOR MAINTENANCE CORPORATION is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows.

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY: Equal to or in excess of limits of Workmen's Compensation Laws in New York, New Jersey and Connecticut.

<u>COMPREHENSIVE.LIABILITY:</u> Up to two million dollars (\$2,000,000) combined single limit per occurrence. In addition, Elevator Maintenance Corporation is insured for one million dollars (\$1,000,000) of "Umbrella" coverage, bringing total coverage to three million dollars (\$3,000,000).

COVERAGE INCLUDES:

<u>BODILY INJURY LIABILITY:</u> All sums which the Corporation shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting from them, sustained by any person other than its employees and caused by the occurrence.

<u>PROPERTY DAMAGE LIABILITY:</u> All sums which the Corporation shall become legally obligated to pay as damages because of injury to or destruction of property caused by the occurrence.

RESPONSIBILTY

We will, if so requested, cooperate in the defense of suits brought jointly against us based upon accidents involving this equipment.

Possession or control of the equipment shall remain with you, and you will retain your normal responsibility and liability as owner, lessor lessee, possessor or custodian of the equipment. This responsibility includes but is not limited to: advising, warning or instructing passengers in the proper use of the equipment; providing a safe work place for our employees; notification to us of operational problems, malfunctions or accidents.

We will not be liable for damages of any kind regardless of the form of action in any amount in excess of the annual price of the Agreement. We will not be liable in any event for special, indirect, incidental or consequential damages.

LOSS, DAMAGE OR DELAY

We shall not be held responsible or liable for any loss, damage, detention or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

<u>INSPECTION</u>

These inspections are for the sole purpose of ascertaining that the existing equipment is in service and functional at the time of the Inspection, they are not to be construed as an engineering evaluation of the system(s) or a maintenance contract or certification that the system(s) meets all current Codes. Nor are they to be considered an assumption by the seller of the buyer's obligation, as detailed in NFPA #13 and #25, to properly maintain the systems.

Agreement	No	16919-R	
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ELEVATOR MAINTENANCE CORPORATION

PRICE ADJUSTMENT PROVISION

At the end of each year this Agreement is in force we shall make an annual adjustment of the contract price. The adjusted price shall be effective for the following year.

- The contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate earned by elevator mechanics in the New York metropolitan area on the annual adjustment date compared to the rate paid for the same period in the year when the contract price was last adjusted.
- 2. For the purpose of this Agreement and subsequent adjustments the straight time hourly rate for the elevator mechanics shall equal the actual rate paid to elevator mechanics plus fringe benefits granted in lieu of, or in addition to an hourly rate increase. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness, accident insurance and hospitalization insurance.

The items listed on the schedule below show wear. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, an extra charge at the time the items listed are first replaced. The charges for this replacement will be determined by prorating the total cost of replacing the individual items. You are to pay for that portion of the life of the items used prior to the commencing date of this contract and we are to pay that portion used since the commencing date of this contract.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

H.R. Rate for Mechanic - \$140.00

- H. R. Rate for Helper - \$110.00

H.R. Rate for Repair Team - \$250.00

201-991-7133 Fax# 201-991-0118

EMCO SERVICE - REPAIR - MODERNIZATION ELECTRICAL - HYDRAULIC

Established 1950

24 HOUR

580 ELM STREET, KEARNY, NEW JERSEY 07032

SERVICE			August 16, 2019
		Agreement No.	16919-B
	AGREEMEN	_	
ELEVATOR I	MAINTENANCE CORP. proposes to furnish their	r service on the follow	ing described elevator(s):
Address:	1203 Paterson Plank Rd., 1379 Paterson Plank Rd., 120	0 Koelle Blvd., 145 Front St.	, Secaucus, NJ 07094
Elevator(s):_	Four (4) Hydraulic Elevators		
FOR THE SU per month p	M OF <u>Six Hundred Dollars Monthly ** (\$600</u> ayable monthly in advance	.00) **	Dollars
This Agreem year(s), and the end of	rent will be effective onand from year to year thereafter. Either party may te any subsequent year by giving the other party t	will continue for a per rminate this agreement hirty (30) days prior wr	iod of One (1) at the end of the term or itten notice.
adjustment i	nation of each one-year period in which this ago in accordance with the Price Adjustment Provisi nall pay as an addition to the price stated, a sun ay now or later be exacted from the seller in con	on described on Page a equal to the amount	5 of this agreement. The of any taxes in whatever
in writing sh	ntenance Corporation reserves the right to disc rould invoices rendered for the maintenance o agreement not be paid within thirty (30) days fro	r repair of the equipm	ent described under the
exclusively a representation additions to it	understand and agree that this six (6) page Agreen and entirely, the agreement for the service d ons or agreements, written or verbal, are incorp t shall be recognized unless made in writing and s pon Elevator Maintenance Corporation until approv	escribed in the propo orated herein and that signed by both parties, a	sal; that all other prior t no other changes in or and that this agreement is
		Respectfully submit	ted,
A Date	CCEPTANCE IN DUPLICATE	Vin	NANCE CORP. Chicana Representative cent Chianca Jy. OR MAINTENANCE CORP.
Firm Name_	(FULL LEGAL NAME OF OWNER)	Ву	

Please sign and return both copies of this Agreement. A fully executed copy of the Agreement will be returned to you for your records.

By _____(SIGNATURE OF AUTHORIZED OFFICIAL)

Title __

2019 Quotes

PRICE SHEET - T2946

(Solicitation 14-X-23305)

5/16/2014

Elevator Maintenance, Repair, Testing and Inspection Services

		Atlas Elevator A85648	Schindler Elevator A85649	Slade Industries A85647
NORTHERN REGION	UNIT	PRICE	PRICE	PRICE
Mechanic - Regular Rate	Hour	\$120.00	\$175.00	\$180.00
Mechanic - Overtime Rate	Hour	\$195.00	\$225.00	\$270,00
Mechanic - Sunday/Holiday Rate	Hour	\$295.00	\$260.00	\$360.00
Helper - Regular Rate	Hour	\$120.00	\$140.00	\$120.00
Helper - Overtime Rate	Hour	\$195.00	\$180.00	\$180.00
Helper - Sunday/Holiday Rate	Hour	\$295.00	\$208.00	\$240.00
Adjustor - Regular Rate	Hour	\$245.00	\$196.88	\$225.00
Adjustor - Overtime Rate	Hour	\$395.00	\$253.13	\$337.50
Adjustor - Sunday/Holiday Rate	Hour	\$395.00	\$292.50	\$450.00
Team - Regular Rate	Hour	\$245.00	\$315.00	\$300.00
Team - Overtime Rate	Hour	\$295.00	\$405.00	\$450.00
Team - Sunday/Holiday Rate	Hour	\$395.00	\$468.00	\$600.00
% markup for materials/supplies	%	10%	10%	25%

NOTE: A team consists of a mechanic and a helper.

		Atlas Elevator	Schindler Elevator	Slade Industries
		A85648	A85649	A85647
CENTRAL REGION	UNIT	PRICE	PRICE WAR	PRICE
Mechanic - Regular Rate	Hour	\$120.00	\$175.00	\$180.00
Mechanic - Overtime Rate	Hour	\$195.00	\$225.00	\$270.00
Mechanic - Sunday/Holiday Rate	Hour	\$295.00	\$260.00	\$360.00
Helper - Regular Rate	Hour	\$120.00	\$140.00	\$120.00
Helper - Overtime Rate	Hour	\$195.00	\$180.00	\$180.00
Helper - Sunday/Holiday Rate	Hour	\$295.00	\$208.00	\$240.00
Adjustor - Regular Rate	Hour	\$245.00	\$196.88	\$225.00
Adjustor - Overtime Rate	Hour	\$395.00	\$253.13	\$337.50
Adjustor - Sunday/Holiday Rate	Hour	\$395.00	\$292.50	\$450.00
Team - Regular Rate	Hour	\$245.00	\$315.00	\$300.00
Team - Overtime Rate	Hour	\$295.00	\$405.00	\$450.00
Team - Sunday/Holiday Rate	Hour	\$395.00	\$468.00	\$600.00
% markup for materials/supplies	%	10%	10%	25%

NOTE: A team consists of a mechanic and a helper.

5/16/2014

PRICE SHEET - T2946 (Solicitation 14-X-23305) Elevator Maintenance, Repair, Testing and Inspection Services

•		Atlas Elevator A85648	Schindler Elevator A85649	TEC Elevator A85646
CAPITOL COMPLEX	UNIT	PRICE	PRICE	PRICE
Mechanic - Regular Rate	Hour	\$120.00	\$175.00	\$185.00
Mechanic - Overtime Rate	Hour	\$195.00	\$225.00	\$290.00
Mechanic - Sunday/Holiday Rate	Hour	\$295.00	\$260.00	\$310.00
Helper - Regular Rate	Hour	\$120.00	\$140.00	\$150.00
Helper - Overtime Rate	Hour	\$195.00	\$180.00	\$220.00
Helper - Sunday/Holiday Rate	Hour	\$295.00	\$208.00	\$255.00
Adjustor - Regular Rate	Hour	\$245.00	\$196.88	\$190.00
Adjustor - Overtime Rate	Hour	\$395.00	\$253.13	\$280.00
Adjustor - Sunday/Holiday Rate	Hour	\$395.00	\$292.50	\$340.00
Team - Regular Rate	Hour	\$245.00	\$315.00	\$330.00
Team - Overtime Rate	Hour	\$295.00	\$405.00	\$510.00
Team - Sunday/Holiday Rate	Hour	\$395.00	\$468.00	\$590.00
% markup for materials/supplies	%	10%	10%	20%

NOTE: A team consists of a mechanic and a helper.

		Atlas Elevator A85648	Schindler Elevator A85649	TEC Elevator A85646
SOUTHERN REGION	UNIT	PRICE	PRICE	PRICE
Mechanic - Regular Rate	Hour	\$120.00	\$175.00	\$180.00
Mechanic - Overtime Rate	Hour	\$195.00	\$225.00	\$285.00
Mechanic - Sunday/Holiday Rate	Hour	\$295.00	\$260.00	\$305.00
Helper - Regular Rate	Hour	\$120.00	\$140.00	\$145.00
Helper - Overtime Rate	Hour	\$195.00	\$180.00	\$215.00
Helper - Sunday/Holiday Rate	Hour	\$295.00	\$208.00	\$185.00
Adjustor - Regular Rate	Hour	\$245.00	\$196.88	\$275.00
Adjustor - Overtime Rate	Hour	\$395.00	\$253.13	\$335.00
Adjustor - Sunday/Holiday Rate	Hour	\$395.00	\$292.50	\$330.00
Team - Regular Rate	Hour	\$245.00	\$315.00	\$330.00
Team - Overtime Rate	Hour	\$295.00	\$405.00	\$505.00
Team - Sunday/Holiday Rate	Hour	\$395.00	\$468.00	\$585.00
% markup for materials/supplies	%	10%	10%	20%

NOTE: A team consists of a mechanic and a helper.