

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - MARCH 24, 2020
CAUCUS/EXECUTIVE SESSION 4:30 PM
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2020-4: Refunding bond ordinance providing for the refunding of \$9,648,000 aggregate principal amount of outstanding bonds of the Town of Secaucus, in the County of Hudson, State of New Jersey, appropriating a sum not exceeding \$9,800,000 to pay the cost thereof and authorizing the issuance of not exceeding \$9,800,000 aggregate principal amount of refunding bonds of said Town to finance such appropriation

Ordinance No. 2020-5: An ordinance amending Chapter 28 of the Code of the Town of Secaucus entitled "Police Department" to update procedures for promotions

ORDINANCES FOR INTRODUCTION

Ordinance No. 2020-6: An ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to update traffic signal locations

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 3/24/20

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 to award the contract for Solid Waste Collection and Disposal Services to Joseph Smentkowski, Inc.
- 2) A resolution on behalf of the Town of Secaucus authorizing the award of a Non-Fair and Open Contract for Matera Gardens and Nursery Center
- 3) Resolution appointing Lyndsey Ross to the Seasonal Part-Time Clerk position in the Recreation Center Café, effective March 24, 2020, at the hourly rate of \$10.30
- 4) Resolution authorizing the suspension of street sweeping enforcement from March 16, 2020 through April 30, 2020 in the Town of Secaucus
- 5) Resolution authorizing the refund of premium monies collected at the Tax Sale

Ordinance No. 2020-4

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF \$9,648,000 AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING BONDS OF THE TOWN OF SECAUCUS, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, APPROPRIATING A SUM NOT EXCEEDING \$9,800,000 TO PAY THE COST THEREOF AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$9,800,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING BONDS OF SAID TOWN TO FINANCE SUCH APPROPRIATION.

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

Section 1. The Town of Secaucus, in the County of Hudson, New Jersey (the "Town") is hereby authorized to refund \$9,648,000 aggregate principal amount of the Town's outstanding General Improvement Bonds, dated April 1, 2010 and maturing on or after April 1, 2021 (the "Outstanding Bonds").

The Outstanding Bonds bear interest from their date at the rates per annum, payable on April 1 and October 1 of each year until maturity or prior redemption, and mature in annual installments on April 1 in each year, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$1,050,000	3.50 %
2022	1,050,000	3.625
2023	1,050,000	3.75
2024	1,050,000	4.00
2025	1,050,000	4.00
2026	1,100,000	4.00
2027	1,100,000	4.00
2028	1,100,000	4.00
2029	1,098,000	4.00

The Outstanding Bonds are subject to optional redemption on or after April 1, 2020 at a redemption price of 100%.

The Town Council may determine by subsequent resolution not to refund a portion of the Outstanding Bonds.

Section 2. The Town Council of the Town has ascertained and hereby determines that the Outstanding Bonds set forth in Section 1 of this ordinance have not been paid or discharged and that the Town is authorized by Section 51(a) of the Local Bond Law of New Jersey (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law") to issue its refunding bonds as hereinafter provided to refund the Outstanding Bonds. The object of the refunding is to effect debt service savings for the Town.

Section 3. A sum not exceeding \$9,800,000 is hereby appropriated (a) to refund the Outstanding Bonds set forth in Section 1 of this ordinance in the aggregate principal amount of \$9,648,000 and (b) to pay an amount not exceeding \$140,000 for the cost of the issuance of the refunding bonds, including underwriter's compensation, printing, advertising, financial and legal expenses therefor, as permitted by Section 51(b) of the Local Bond Law (collectively, the "Purpose"). The professional

service contracts with Rogut McCarthy LLC (bond counsel) and Bowman & Company, LLP (auditor) will be adjusted to reflect the costs of services rendered by such firms in connection with the issuance of the refunding bonds.

Section 4. To finance the Purpose, refunding bonds of said Town in an aggregate principal amount not exceeding \$9,800,000 are hereby authorized to be issued pursuant to the Local Bond Law (the "Refunding Bonds"). The Refunding Bonds shall be sold at public or private sale and shall be in registered form and shall contain the word "refunding" in their title and shall recite that they are issued pursuant to the Local Bond Law and shall bear such date or dates, mature at such time or times not exceeding 40 years from their date, bear interest at such rate or rates per annum, be payable at such time or times, be in such denominations, carry such registration privileges, be executed in such manner consistent with the provisions of the Local Bond Law for bonds of a municipality, be payable at such place or places, and be subject to such terms of redemption, with or without premium, as may be hereafter determined by resolution of the Town Council within the limitations prescribed by law.

Section 5. The Refunding Bonds shall be direct, unlimited and general obligations of the Town and the Town shall

be obligated to levy ad valorem taxes upon all taxable real property within the Town for the payment of the principal of and the interest on the Refunding Bonds without limitation as to rate or amount. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the Refunding Bonds. Each Refunding Bond issued pursuant to this ordinance shall recite that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of the Refunding Bond exist, have happened and have been performed, and that the Refunding Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution or statutes of said State.

Section 6. The Chief Financial Officer is hereby authorized to execute a certificate addressed to the underwriters of the Refunding Bonds stating that the preliminary official statement to be prepared by the Town with respect to the Refunding Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. The distribution of such preliminary official statement to potential purchasers of the Refunding Bonds is hereby approved.

Section 7. All matters with respect to the Refunding Bonds not determined by this ordinance shall be determined by subsequent resolution or resolutions to be hereafter adopted by the Town Council of the Town, or the performance or determination thereof delegated by resolution or resolutions, to the Chief Financial Officer.

Section 8. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Town Clerk of said Town, and that such statement so filed shows that the gross debt of said Town, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$9,800,000 (the amount of the Refunding Bonds authorized), but \$9,648,000 (the amount of Outstanding Bonds being refunded) shall be deducted from gross debt pursuant to Section 52 of the Local Bond Law, and that the issuance of the bonds authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 9. It is hereby determined and stated that no sum need be appropriated hereby as a down payment.

Section 10. The Town is hereby authorized to enter into any agreements that may be necessary to effect the purchase of securities, as permitted by Sections 53(c) and 60 of the Local Bond Law, to accomplish the refunding.

Section 11. This refunding bond ordinance shall take effect twenty days after the first publication thereof after final passage as provided by the Local Bond 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 February 25, 2020 and finally adopted by the Mayor and Council on March 24, 2020.

Michael Marra

Town Clerk

Mayor

Introduction 2-25-20

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

Adoption 3-24-20

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

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

ORDINANCE NO. 2020-5

**AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "POLICE DEPARTMENT" TO UPDATE PROCEDURES FOR
PROMOTIONS**

WHEREAS, the Mayor and Council, upon advice of the Police Committee, have determined that changes to the Ordinance entitled "Police Department" shall be made based upon the review and recommendation of the Secaucus Police Department.

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 28 entitled "Police Department," "§28-13. Procedures for promotions." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions indicated by ~~strikethroughs~~):

- A. All applicants for promotion up to and including the rank of ~~Captain~~ **Sergeant and Lieutenant**, shall submit applications in writing to the Town Administrator, who will coordinate the promotional process. Applications shall be made on such forms as are designated by the Chief of Police and forwarded to the Town Administrator by the Chief of Police. When the Mayor and Council determine that there are promotional vacancies for the position of ~~Captain~~, Lieutenant or Sergeant to be filled, qualified applicants shall be evaluated based upon:
- (1) A written examination, of which the candidate must pass with a score of sixty-five (65%) percent or greater in order to be eligible to sit for the oral examination referenced below.
 - (2) An oral examination.
 - (3) Length of service.
 - (4) ~~Combat Veteran Status as defined by N.J.S.A. 11A:5-1 et seq.~~
- B. All applicants for promotion to **Captain** shall submit applications in writing to the Town Administrator, who will coordinate the promotional process. Applications shall be made on such forms as are designated by the Chief of Police and forwarded to the Town Administrator by the Chief of Police. When the Mayor and Council determine that there are promotional vacancies for the position of **Captain**, qualified applicants shall be evaluated based upon:
- (1) An oral examination, of which the candidate must pass with a score of sixty-five (65%) percent or greater.
 - (2) Length of service.
- ~~B. C.~~ The written examination shall be administered by a suitable agency designated by the Chief of Police and approved by the Mayor and Council. The oral examination shall be administered by an agency designated by the Chief of Police and approved by the Mayor

and Council. The oral examination shall review such criteria, including, but not limited to, oral communication, stress tolerance, decisiveness, leadership and initiative.

2.

Chapter 28 entitled "Police Department," "§28-14. Recommendation for promotion." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions indicated by ~~strikethroughs~~):

§ 28-14. Recommendation for promotion.

A. The Town Administrator of the Town of Secaucus shall report the scores of all the candidates for **Sergeant and Lieutenant** based upon the results of the examination set forth heretofore that shall be done by computing those scores in accordance with the following formula with a maximum total score of ~~104~~ **100**:

- | | |
|--------------------------------------|--------------------|
| (1) Written examination | 60 points |
| (2) Oral examination | 35 points |
| (3) Length of service | 5 points |
| (4) Combat Veteran Status | 1 point |

B. The Town Administrator of the Town of Secaucus shall report the scores of all the candidates for **Captain** based upon the results of the examination set forth heretofore that shall be done by computing those scores in accordance with the following formula with a maximum total score of 100:

- | | |
|--|------------|
| (1) Oral examination | 95 points |
| (2) Length of service | 5 points |
| (a) Seniority Length of service points for officers taking the sergeants examination candidates will be given as follows: | |
| 4 years of service | 0 points |
| 5 years of service | .5 points |
| 6 years of service | 1 point |
| 7 years of service | 1.5 points |
| 8 years of service | 2 points |
| 9 years of service | 2.5 points |
| 10 years of service | 3 points |
| 11 years of service | 3.5 points |
| 12 years of service | 4 points |
| 13 years of service | 4.5 points |
| 14 years of service | 5 points |

These points will be based upon each year of service completed prior to the date of the written examination.

- (b) ~~Seniority~~ **Length of service** points for ~~officers taking the Lieutenants and Captains examination candidates~~ will be given as follows:
- | | |
|---------------------------------------|-----------|
| 1 year of service in the prior grade | 0 points |
| 2 years of service in the prior grade | .5 points |

3 years of service in the prior grade	1 point
4 years of service in the prior grade	1.5 points
5 years of service in the prior grade	2 points
6 years of service in the prior grade	2.5 points
7 years of service in the prior grade	3 points
8 years of service in the prior grade	3.5 points
9 years of service in the prior grade	4 points
10 years of service in the prior grade	4.5 points
11 years of service in the prior grade	5 points

These points will be based upon each year of service completed prior to the date of the written examination for Lieutenants and prior to the date of the oral examinations for Captains.

B-C. After the scores are tabulated, the ~~Municipal~~ Town Administrator shall consult with the Chief of Police and review all scores and compile a list of candidates in order of point standing. In any situation in which two (2) or more applicants receive the same ranking score, preference shall first be given to combat veterans and then to non-combat veterans (as defined by N.J.S.A. 11A:5-1 et seq.) over non-veterans and then to residents of Secaucus over nonresidents. Should there remain a tie after the above process, the Mayor and Council shall have the discretion to appoint from among those who are tied. For each rank, the Town Administrator shall then compile a list of finalists and provide such list in order of point standing to the Mayor and Council for their consideration for appointment.

~~C.~~ D. Appeal of promotion process.

(1) Within ten (10) days of the posting of the ranking of candidates, a candidate may file a written letter of appeal. Said letter must contain the reason(s) or justification(s) for an appeal and must be submitted to the Town Administrator, through the appropriate chain of command. The Town Administrator will assess the request and make a determination of how the request will be addressed on a case by case basis. Such requests may address the following areas of the promotional process:

- (a) Review and tabulation of the scored elements of the selection process.
- (b) Review any evaluation or internal document that was used in the selection process related to the appellant.
- (c) If the appeal impacts upon the results of the promotional ranking as determined by the Town Administrator, the candidate may be permitted to have their overall score/points tabulated in accordance with the formula as set forth in §28-14(A) or §28-14(B) above.

D. E. After the Mayor and Council are provided the list of eligible candidates, the Mayor shall appoint a committee of two (2) Council members and the Chief of Police. The committee shall review each candidate's personnel file and consider the candidate's disciplinary record, attendance records, and any commendations that the candidate has received. The committee will then forward their recommendations to the Mayor and Council to make the ultimate determination of which candidate shall be appointed.

E. F. Any such list shall remain in effect for no more than three (3) years from the date of the first appointment, unless extended by the Mayor and Council for one (1) additional year. Further, the Mayor and Council reserve the right to reject any such list and call for a new examination.

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

IT IS FURTHER ORDAINED that the remainder of this Chapter 28 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 2/25, 2020 and finally adopted by the Mayor and Council on 3/24, 2020.

Michael Marra

Town Clerk

Mayor

Introduction 3/2/20

Motion	Yes	No	Abstain	Absent
36				
Second: RC				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Adoption 3/2/20

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

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

ORDINANCE NO. 2020-6

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO UPDATE TRAFFIC
SIGNAL LOCATIONS**

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

WHEREAS, upon the recommendation of the Secaucus Police Department Traffic Division, the Mayor and Council have determined that updates to traffic signal locations contained in §127-46 are needed to reflect the current traffic signal system maintained by the Town of Secaucus, County of Hudson, NJDOT and other entities within the boundaries of the Town.

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

1. The following changes shall be made to "Article XI Traffic Control Signals," and "§127-46 Designation of locations." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 127-46. Designation of locations.

Traffic signals shall be installed at the following inter-sections:

NAME OF STREET	INTERSECTION WITH
Enterprise Avenue North	American Way
American Way	Hartz Way
County Avenue	Dorigo Lane
County Avenue	Meadowview Complex
County Avenue	UPS Drive
County Avenue	Secaucus Road
County Avenue	Jefferson Avenue
Harmon Meadow Blvd.	Plaza Drive (corner near 455 Harmon Meadow Blvd.)
Harmon Meadow Blvd.	Plaza Drive (corner near 700 Plaza Drive)

Harmon Meadow Blvd.	Park Plaza Drive
Meadowlands Parkway	American Way
Meadowlands Parkway	Panasonic/Hospital Drives
Meadowlands Parkway	Route 3 Eastbound Ramps
Meadowlands Parkway	Hotel/Office Drives (10th Street) North Driveway
Meadowlands Parkway	Wood Avenue
Meadowlands Parkway	Cove Court
Meadowlands Parkway	Harmon Plaza/ Tenth Street West
Meadowlands Parkway	Harmon Cove Drive
Meadowlands Parkway	Seaview Drive
Mill Creek Drive	Lighting Way
New County Road	Seaview Drive
New County Road	Castle Road
Park Plaza Drive	Mill Creek Drive
Paterson Plank Road	Plaza Center Road
Paterson Plank Road	N.J. Turnpike Exit Ramp
Paterson Plank Road	Maple Street and the Route 3 Westbound Exit Ramp
Paterson Plank Road	Park Plaza Drive
Paterson Plank Road	First Street
Paterson Plank Road	Huber Street
Paterson Plank Road	County Avenue
Paterson Plank Road	Roosevelt Avenue
Paterson Plank Road	Old Route 153 Flanagan Way
Seaview Drive	Frank R. Lautenberg Rail Station North Road
Seaview Drive	Frank R. Lautenberg Rail Station South Road
Secaucus Road	Enterprise Avenue
Secaucus Road	Henry Street
Secaucus Road	Penhorn Avenue
Secaucus Road	Old Secaucus Road

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

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

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on ~~3-24~~ 3-24, 2020 and finally adopted by the Mayor and Council on ~~4-24~~ 4-28, 2020.

Town Clerk

Mayor

Introduced 3-24-20

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

Adopted 4-28-20

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

Resolution No. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
TO AWARD THE CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL
SERVICES TO JOSEPH SMENTKOWSKI, INC.

WHEREAS, the Town of Secaucus has determined the need for a contract for Solid Waste Collection and Disposal Services; and

WHEREAS, a Fair and Open Solicitation Process for Solid Waste Collection and Disposal Services was held pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Town duly advertised for bids on December 26, 2019; and

WHEREAS, on March 3, 2020, the following one (1) bid was received for Solid Waste Collection and Disposal Services:

<u>BIDDER</u>	<u>THREE YEAR BID AMOUNT</u>	<u>FIVE YEAR BID AMOUNT</u>
1) Joseph Smentkowski, Inc. 160 James Avenue, Jersey City, NJ 07306	\$1,207,420.00	\$2,021,892.00

WHEREAS, it has been determined that Joseph Smentkowski, Inc. of 160 James Avenue, Jersey City, NJ 07306 is the lowest apparent responsive and responsible bidder; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-31522-079.

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 Solid Waste Collection and Disposal Services to Joseph Smentkowski, Inc. for a three (3) year term, beginning on April 1, 2020, in an amount not to exceed One Million Two Hundred Seven Thousand Four Hundred Twenty Dollars 00/100 (\$1,207,420.00) in accordance with the specifications utilized in connection with the bidding process and the attached contract; and

BE IT FURTHER RESOLVED, that this contract may be awarded an additional two (2), one (1) year renewal options, to be determined at the discretion of the Town; and

BE IT FURTHER RESOLVED, that Joseph Smentkowski, Inc. shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing and execute all associated contracts and documents; and

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

Adopted: March 24, 2020

Sheetal Nagpal, Treasurer 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:

01-2010-00-31522-079
Amount \$1,207,420.00 Date 3/24/2020
Sheetal Nagpal
Sheetal Nagpal

7.1 CONTRACT

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE is made as of the ____ day of _____, 2020 by and between the Town of Secaucus, a Municipal Corporation of the State of New Jersey, with offices located at the Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 ("TOWN") and JOSEPH SMENTKOWSKI, INC., with offices located at 160 James Avenue, Jersey City, New Jersey 07306 (CONTRACTOR).

In consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICES

The Contractor shall perform all services set forth in the Contract Documents and Contractor's Bid, which are attached hereto and incorporated herein by reference. This Contract is for the Solid Waste Collection and Disposal Services pursuant to the Base Bid.

2. COMPENSATION

A. The terms regarding compensation are set forth in the Contract Documents and specifically in the Bid Proposal submitted by the Contractor. The Town will not be responsible for increased collection costs to the Contractor in the event the quantity of waste or sources of waste increase during the Term of the Contract.

B. PAYMENT. Checks are processed by the Town of Secaucus' Finance Department on or about the 30th day of every month. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered for the monthly fixed cost in advance of said date. The Contractor shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town. All invoices shall be in accordance with Bid Documents Section 5.13. Payments shall be processed in the regular course of business and be handled for the next bill cycle to the extent practicable, with payment within thirty (30) days of receipt to the extent feasible.

3. TERM

The Term of this Contract shall be for a period of three (3) years, with two (2) additional one (1) year options to renew at the sole discretion of the Town, beginning April 1, 2020 and ending March 31, 2025, if renewal options utilized. In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Service Entity to continue the contract under the same terms and conditions until a new contract(s) can be

completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

4. BREACH OF THE CONTRACT

The occurrence of any one or more of the following events shall constitute a breach of the contract. The Town may, upon notice as set forth below, terminate the Contract, in whole or in part.

- a) Contractor fails to commence work within the time specified in the Contract Documents;
- b) Contractor fails to supply sufficient skilled workmen or suitable materials or equipment to perform the work in accordance with the Contract Documents;
- c) Contractor fails to fully and properly, and in a good and workmanlike manner, perform its obligations in accordance with the Contract Documents;
- d) Contractor discontinues or abandons, in whole or in part, the performance of the work in accordance with the Contract Documents;
- e) Contractor fails to make prompt payments to subcontractors;
- f) Contractor becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection or in the event of involuntary petition for bankruptcy is filed against the Contractor, the involuntary petition is not discharged within 90 days;
- g) If a trustee or receiver is appointed for the Contractor or any of the Contractor's property;
- h) Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days;
- i) Contractor makes an assignment for the benefit of creditors;
- j) Contractor fails to comply with any reasonable directive of the Contract Administrator or the Town, which directive is reasonably issued in accordance with the Contract Documents;
- k) Contractor utilizes trucks or containers containing waste or materials not collected pursuant to these Contract Documents; or
- l) Contractor fails to comply in any way with any of the terms and obligations set forth in the Contract Documents.

5. NOTICE, HEARING AND TERMINATION FOR BREACH

For termination due to a breach by the Contractor:

- A. Before the Contract shall be declared terminated, the Town shall give notice to the Contractor and the Surety by certified mail with a copy via facsimile or e-mail transmission of the nature of the breach and a demand that the breach be cured. In the event that the breach is not cured within seven (7) days, the Town may, in its sole discretion, terminate the Contract in whole or in part.
- B. In the event the Town terminates the Contract in whole or in part, the Contractor shall cease performing the Contract in accordance with a resolution of the Town. The Town may, in its sole discretion, (1) direct the Surety to perform the Contractor's obligations in accordance

with the Contract; (2) enter into an agreement for the completion of the Contract according to the terms and provisions thereof with another Contractor; or (3) utilize such other methods as in the opinion of the Town Council will be required for the completion of the Contract in an acceptable manner, including completion of the work by the Town or entering a separate agreement with another Contractor.

- C. When any particular part of the work under the Contract Documents is being performed by the Town, by contract or otherwise, the Contractor agrees to continue the remainder of its obligations under the Contract Documents, and the Contractor will not interfere with the Town or its Contractor.
- D. Nothing in this section shall restrict the right of the Town to act in an emergency and take immediate action which may be required to provide continued solid waste collection services in the event of a breach or anticipatory breach by the Contractor.
- E. Where the Contractor's services have been terminated by the Town, said termination shall not affect any rights the Town has or may have in the future against the Contractor or the surety. Any retention or payment of monies due to the Contractor by the Town, will not release the Contractor or surety from liability. Any monies due to the Contractor or which may thereafter become due to the Contractor. If the damages, liabilities, costs and expenses exceed the sum payable to the Contractor under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Town the amount of such excess.
- F. If after termination for breach it is determined that the Contractor was not in breach, or that the Contractor's failure to perform was due to causes beyond its control and without the fault or negligence of the Contractor, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Town, as set forth below.

6. NOTICE AND TERMINATION FOR CONVENIENCE

The Town may terminate the Contract, in whole or in part if the Town determines that a termination is in the Town's interest ("termination for convenience"). The Town shall terminate for convenience by providing the Contractor with sixty (60) days notice of said termination. The notice shall also specify the extent of the termination and the effective date. If the termination is for the convenience of the Town, payments will be made as provided, for all work done by the Contractor under the terms and conditions of this Contract up to the time of termination and the Contractor shall be reimbursed by the Town for such expenditures the Town considers reasonable termination expenses. It is further provided that in no case shall payment be made for any claim for loss of anticipated profits.

7. REMEDIES

- A. **LIQUIDATED DAMAGES.** The parties recognize that in many instances when there is a breach of the Contract by the Contractor, the actual damages incurred by the Town will be difficult or impossible to determine. Accordingly, the Contractor shall pay the Town

as liquidated damages and not as a penalty, the following amounts for the following breaches of the Contract:

1. a) For failure to report to or to collect Solid Waste on any collection day, the Contractor shall pay to the Town the sum of \$10,000.00 per day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by the Town for the purpose of performing the Solid Waste collection service which the Contractor has failed to perform; plus the sum of \$200.00 per day for each person used or employed by the Town, including Town employees assigned to the performance of this service.

b) For failure to substantially collect Solid Waste on any one collection day, the Contractor shall pay to the Town the sum of \$5,000.00 per day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by the Town for the purpose of performing the Solid Waste collection service which the Contractor has failed to perform; plus the sum of \$200.00 per day for each person used or employed by the Town, including Town employees assigned to the performance of the service. The Contractor shall be deemed to have failed to make substantial collection as herein above provided when it shall have failed to collect and remove at least eighty-five percent (85 %) of the tonnage of Solid Waste ordinarily and normally collected and removed on each collection day. For the purpose of this subsection, the Contract Administrator's estimate of the percentage of Solid Waste collected shall be binding and conclusive on the Contractor.
2. For failure to provide collection services to any individual Collection Source entitled to any of the collection services pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$100.00 for each such failure.
3. For failure to repair or replace an individual Collection Source's damaged waste containers or covers or to repay an individual Collection Source for damaged waste containers or covers, when the damage was caused by the Contractor, its agents or employees, the Contractor shall pay the Town the sum of \$50.00 from which sum the Town shall reimburse the claimant up to \$50.00. For failure to replace or repair a solid waste container that has been provided by the Contractor, the Contractor shall pay the Town the sum of \$1,000.
4. For failure to maintain telephone service or a properly staffed office during the required hours as required by the Contract Documents, the Contractor shall pay the Town the sum of \$100.00 for each hour of such violation.
5. For using vehicles and equipment which are not in good working order and which the Contractor has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of notice from the Contractor Administrator or demand that the vehicle or equipment be repaired or replaced for the purpose of maintaining adequate and sanitary collection service pursuant to the Contract Documents, the Contractor shall pay the Town

the sum of \$100.00 per day for each vehicle or piece of equipment used in violation of the Contract Administrator's demand.

6. For failure to have vehicles equipped with a broom and shovel, the Contractor shall pay the Town the sum of \$100.00 for each such failure.
 7. For the Contractor, its employees or agents, soliciting gratuities of any kind of work in connection with the collection service required by the Contract Documents, the Contractor shall pay the Town the sum of \$50.00 for each such incident.
 8. For failure to immediately clean any spillage from the Contractor's vehicles or from Solid Waste containers during collection activities, the Contractor shall pay the Town the sum of \$100.00 for each such incident.
 9. For failure to start the collection day with empty trucks, if the trucks are filled with or contain any Solid Waste, garbage, refuse, Recyclable Materials or other materials that are not normally collected pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$1,000.00 for each such incident.
 10. For collecting, mixing, hauling or tipping in the same truck used for the collection of Solid Waste in the Town, any Solid Waste, Recyclable Material, garbage, refuse or other items from any other Town, location, person or business which is not a Collection Source pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$1,000.00 for each such incident.
- B. **ASSESSMENT OF LIQUIDATED DAMAGES.** The Contract Administrator shall assess liquidated damages in connection with the foregoing provisions and shall give notice to the Contractor of the damages assessed and the basis for said liquidated damages. The Contractor may, within ten (10) days of said notice, request in writing an opportunity to be heard before the Contract Administrator. Following said hearing, the Contract Administrator will make a final determination regarding the liquidated damage assessment.
- C. **PAYMENT OF LIQUIDATED DAMAGES SHALL NOT CONSTITUTE A DEFENSE.** The assessment, withholding or payment of any liquidated damages shall not constitute a defense to the Contractor, nor an election of remedies by the Town, nor an estoppel against the Town, nor prevent the Town from terminating the Contract for breach thereof.
- D. **CUMULATIVE REMEDIES.** No remedy provided within the terms of the Contract Documents shall be deemed to preclude the Town from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

8. CONTRACT ADMINISTRATOR

Unless otherwise determined by the Mayor and Town Council, the Superintendent of Public Works shall be the Contract Administrator. In addition to those responsibilities delegated to the Contract Administrator elsewhere in the Contract Documents, the Contract Administrator shall:

- A. Determine the standard of service to be provided in accordance with the Contract Documents;
- B. Answer all questions related to the service that must be provided pursuant to the Contract Documents; and
- C. Make all initial determinations on interpretation of the Contract Documents with respect to the day to day service to be provided, which shall be binding upon the Contractor until said determination can be appealed pursuant to the terms of the Contract Documents.

9. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Town shall at all times be that of an Independent Contractor. The method and manner in which the Contractor's services hereunder shall be performed shall be determined by the Contractor, in its sole discretion and the Town will not exercise control over the Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with the Contract Documents. Except as provided in the Contract Documents, the employees, methods, equipment and facilities used by the Contractor shall at all times be under its exclusive direction and control. Nothing in this Contract shall be construed to designate the Contractor or any of its employees, as employees or agents of the Town.

10. NOTICE

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing. Such notices shall be served by certified mail with a copy by facsimile or e-mail as follows:

Upon Contractor to:

Joseph Smentkowski, Inc.
Gary Giordano, President
160 James Avenue
Jersey City, New Jersey 07306
tgiordano@jsicarting.com

Upon the Municipality to:

Michael Marra, Municipal Clerk
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
mmarra@secaucus.net
and
Town Administrator Gary M. Jeffas, Esq.
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
gjeffas@secaucus.net

The person, place and other contact information to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Article.

11. TAXES, INSURANCE AND RELATED ITEMS

- A. The Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes or both, for any unemployment insurance, medical and retirement benefits, pensions and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work covered by this Contract or in any way connected therewith; and the Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and the Contractor shall reimburse the Town for any of the aforesaid contributions or taxes or both or any part thereof, if by law, the Town may be required to pay same or any part thereof.
- B. REGULATIONS. The Contractor shall comply with any and all federal, state and local regulations applicable to its business and services, including, but not limited to, compliance with all wage requirements and privacy laws.
- C. INSURANCE. The Contractor is solely responsible for securing appropriate insurance for its business activities, including coverage specified in the Bid Package, coverage for the vehicles being utilized and coverage for any agents, Contractors, staff or employees involved in the Contractor's operations in any capacity. Such shall be provided to the Town upon request. Insurance requirements contained in Section 7.2 of Bid Documents.

12. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or its obligations hereunder, nor shall it in any manner dispose of its right, title or interest in or to the Contract or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract unless the Town consents by resolution of the Mayor and Council.

13. MULTI-YEAR CONTRACT

This Contract is subject to the provisions of N.J.S.A. 40A:11-15 relating to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

14. BINDING UPON SUCCESSORS

This Contract shall be binding upon the successors, heirs, legal representatives, administrators and executors of the Contractor.

15. BUSINESS RECORDS

The Contractor's documents and records related to this Contract shall be subject to inspection by Town officials at any reasonable time.

16. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall defend, indemnify and hold harmless the Town and its officers, officials, employees and agents, from and against any and all claims, suits, actions or liabilities, including reasonable attorney's fees, for injury or death of any person or for loss or damage to property, which arises out of the Contractor's services or conduct or from any activity, work or thing done, permitted or suffered by the Contractor while on site, except only such injury or damage as shall have been occasioned by the sole gross negligence of the Town.

17. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Contractor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The Contractor agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits

discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Town, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Town pursuant to this paragraph.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

18. GENERAL TERMS

- A. **Modifications:** This Contract or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

- B. No Waiver: No omissions or delay by either party to this Contract at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Contract, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- C. Applicable Law: This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. Severability: If any provisions of this Contract or the Contract Documents shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.
- E. Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Contract shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
- F. Entire Agreement: This Contract, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their duly authorized officials as of the date first set forth above.

WITNESS:

TOWN OF SECAUCUS

MICHAEL MARRA, Town Clerk

GARY M. JEFFAS, Esq., Town Administrator

Dated:

Dated:

WITNESS:

ON BEHALF OF CONTRACTOR

JOSEPH SMENTKOWSKI, INC.:

Name:

Name:

Title:

Title:

Dated:

Dated:

Resolution No. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

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

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

WHEREAS, Matera Garden and Nursery Center at 514 Broad Avenue Ridgefield, NJ 07657 was awarded a one (1) year contract on March 26, 2019 under Resolution 2019-76, and the Town of Secaucus wishes to continue to utilize their specialized services; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the award a Non-Fair and Open contract for Matera Garden and Nursery Center, for nursery and garden goods and services as described herein, for a one (1) year term, beginning on March 26, 2020, for an annual amount not to exceed Eighty Thousand Dollars (\$80,000.00); and

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

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

51802-036

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

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

Adopted: March 24, 2020

I, Sheetal Nagpal, Treasurer of the Town of Secaucus,
do hereby certify that funds are available in accordance
with the Local Budget Law NISA 40A:4-1 in
Account Number:

01-2010-00-51802-036

Amount \$ 80,000 Date 3/24/2020

Sheetal Nagpal
Sheetal Nagpal

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation, the below person is hereby appointed to seasonal part time Clerk position in the Rec Center Café (#85000) effective March 24, 2020 as follows:

Ross, Lyndsey #5389 (start 3/9/20) \$10.30 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on March 24, 2020.

Town Clerk

Mayor

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

Resolution No. _____

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

**RESOLUTION AUTHORIZING THE SUSPENSION OF STREET SWEEPING
ENFORCEMENT FROM MARCH 16, 2020 THROUGH APRIL 30, 2020
IN THE TOWN OF SECAUCUS**

WHEREAS, Resolution 2019-237 in which the Mayor and the Town Council determined that the enforcement of street sweeping in the Town of Secaucus should be suspended from December 16, 2019 through March 16, 2020 for parking convenience of the residents and public during the winter weather months.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the suspension of street sweeping enforcement in the Town of Secaucus shall continue from March 16, 2020 through April 30, 2020 for parking convenience of the residents and public during the State of Emergency for COVID-19; and

BE IT FURTHER RESOLVED that all other parking signs and advisories pertaining to parking shall remain in effect and be enforced; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Secaucus Police Department.

Adopted: March 24, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on March 24, 2020.

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

RESOLUTION NO. _____ -2020
TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE REFUND OF PREMIUM MONIES COLLECTED
AT THE TAX SALE

WHEREAS, the Tax Collector collected premium money at a prior tax sale as permitted by N.J.S.A. 54:5-33; and

WHEREAS, N.J.S.A. 54:5-33 states that any premium payment shall be held by the Town of Secaucus and returned to the purchaser of the fee if and when a redemption is made; and

WHEREAS, the Tax Collector certifies that the tax lien has been paid for the Block and Lot listed below before the 5 year limit and therefore the Town of Secaucus must refund the premium to the lienholder; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to refund the premium fee to the outside lienholder(s) as listed below:

BLOCK	LOT	ADDRESS	LIENHOLDER	AMOUNT
72	29	705 8 TH Street	US Bank for BV002 Trst & Crdt	\$ 20,100.00

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

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

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

Town Clerk

Mayor

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