

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - SEPTEMBER 13, 2022
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. 2022-23: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (For the elimination of handicapped parking spaces on Luhrs Court, Grace Avenue and Minnie Place)

RESOLUTIONS (CONSENT AGENDA)

BINGO/RAFFLE APPLICATIONS

- 1) Application for an On-Premise Tricky Tray to be held on September 30, October 1 and 2, sponsored by Unico
- 2) Application for an Off-Premise 50/50 to be held on December 18, sponsored by Unico St. Matthew Evangelical Lutheran Church

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Red Cat Holdings to use Kane Stadium on October 25 for a Think Equity Conference Golden Eagle Demo
- 2) Request by Simon Barrow/Luis Miguel Garcia to use Shetik Field on Sundays from September 18 to November 13 for Regional Development School Training
- 3) Request by Rajesh Nagpal of the Indian Caucus of Secaucus to use Buchmuller Park on October 9 for the Diwali Mela Fair

COMMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 9/13/22

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

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

- ✓1. Resolution authorizing the settlement of the tax appeal regarding Lot 2.02 in Block 21, Qualifier HM as set for the on the official tax maps of the Town of Secaucus owned by 43 Meadowland Holding, LLC Moshe
- ✓2. Resolution approving Tax Overpayment Refunds for 10 Secaucus properties
- ✓3. Resolution approving the adjustment in the hourly rate for Part-Time Plumbing Inspector Chris Cunningham to \$50.00 (by voucher), effective September 14, 2022
- ✓4. Resolution approving the lateral transfer of Deborah DeRosa to the Tax Assessor Department, effective September 7, 2022
- ✓5. Resolution transferring Anna Pascarello to the Regular Part-Time Position in the Admin/Executive Department, effective retroactive to September 6, 2022
- ✓6. Resolution appointing Zachary Naszimento to the Seasonal Part-Time Custodial position in the Recreation Department, effective September 12, 2022, at the hourly rate of \$11.90
- ✓7. Resolution appointing Head Lifeguards, Lifeguards, Front Desk Personnel, Custodial Personnel and New Lifeguards to the Secaucus Recreation Center, effective retroactive, September 6, 2022
- ✓8. Resolution appointing Peter Chichizola to the Regular Part-Time position of Park Attendant in the Recreation Department, effective retroactive to September 8, at the hourly rate of \$14.85
- ✓9. Resolution appointing Counselors (returning) as Regular Part-Time Counselors for the 2022/2023 School Year at the Before and After Care Programs
- ✓10. Resolution to approve Change Order #2 to a contract with Donnelly Energy for the installation of HVAC systems and equipment
- ✓11. A resolution on behalf of the Town of Secaucus authorizing the award of a Non-Fair and Open Contract for the provision of snacks for the Secaucus After Care Program for the 2022-2023 School Year to Natoli's Catering
- ✓12. A resolution to award a Professional Service Contract for animal control services with the New Jersey Humane Society
- ✓13. A resolution adopting the "Town of Secaucus Cannabis License Application" in accordance with Town Ordinance 135-6(G) for the Town of Secaucus
- ✓14. A resolution adopting Information Technologies Policies for the Town of Secaucus

- ✓15. A resolution authorizing the award of a Non-Fair and Open Contract for the provision of flowers and foliage to Plainview Growers, Inc.
- ✓16. A resolution to award a contract for the Centre Avenue Roadway Improvements to 4 Clean-Up, Inc.
- ✓17. A resolution creating and appointing a Local Cannabis Control Board for the Town of Secaucus in accordance with Town Ordinance 135-6(G)
- ✓18. A resolution on behalf of the Town of Secaucus to award the contract for 2022 Road Program Oak Lane and Acorn Road to AJM Contractors, Inc.
- ✓19. A resolution on behalf of the Town of Secaucus to award the contract for 2022 Mill/Overlay Program to AJM Contractors, Inc.

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2022-23

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Luhrs Court	North	On the north side of Luhrs Court, beginning at a point 177 feet east of the northeast corner of Farm Road and Luhrs Court continuing east for a distance of 22 feet in front of 3 Luhrs Court
Grace Avenue	North	On the north side of Grace Avenue, beginning at a point 145 feet east of the northeast corner of Schopmann Drive and Grace Avenue continuing east for a distance of 18 feet in front of 250 Grace Avenue
Minnie Place	East	On the east side of Minnie Place, beginning at a point 135 feet south of the southeast corner of Front Street and Minnie Place continuing south for a distance of 18 feet in front of 770 Minnie Place

SECTION 2

SEVERABILITY

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

SECTION 3

REPEALER

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

SECTION 4

EFFECTIVE DATE

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

RESOLUTION NO. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE TAX APPEAL REGARDING LOT 2.02 IN BLOCK 21, QUALIFIER HM AS SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF SECAUCUS OWNED BY 43 MEADOWLAND HOLDING, LLC MOSHE.

WHEREAS, 43 Meadowland Holding, LLC Moshe, the owner of real property located at 43 Meadowland Parkway, otherwise designated as Lot 2.02 in Block 21, Qualifier HM 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 valuations upon said property for the 2021 Tax Year; and

WHEREAS, for the subject year the Town has set the Assessed Value as follows:

Land:	\$1,941,000
Improvement:	<u>\$3,059,000</u>
Total:	\$5,000,000

WHEREAS, for the 2021 Tax Year the Parties have agreed to the following Assessed Value:

Land:	\$1,941,000
Improvement:	<u>\$1,909,000</u>
Total:	\$3,850,000

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

WHEREAS, the agreed upon adjustment results in a reduction in the Assessed Value of One Million One Hundred Fifty Thousand (\$1,150,000) Dollars; and

WHEREAS, as a result of the adjustment of Assessed Value the Taxpayer shall receive a total tax refund in the amount of forty-three thousand two hundred seventy-four dollars and fifty cents (\$43,274.50), which amount shall be satisfied by virtue of a credit against future taxes; and

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

WHEREAS, as a further essential term of this proposed settlement the Taxpayer agrees that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.

WHEREAS, the Governing Body has determined that it is in the best interests of the Town of Secaucus to adjust the Assessed Value on the subject real property in accordance with the terms of settlement set forth herein.

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

1. The Assessed Value for the 2021 Tax Year of the Property located at 43 Meadowland Parkway (Lot 2.02, Block 21, Qualifier HM):

Land:	\$1,941,000
Improvement:	<u>\$1,909,000</u>
Total:	\$3,850,000

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

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

4. The Town Tax Collector shall issue a forty-three thousand two hundred seventy-four dollars and fifty cents (\$43,274.50) credit against Taxpayer's future taxes on this Property.

5. This Resolution shall take effect immediately or as otherwise provided by law.

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

Town Clerk Mayor

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

RESOLUTION: _____

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

RESOLUTION APPROVING TAX OVERPAYMENT REFUND(S)

WHEREAS, it has been determined by the Tax Collector that the taxpayer(s) indicated are entitled to tax overpayment refund(s) for the 3rd Quarter 2022 and;

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

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

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

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
21	9	C0104	104 Sandpiper Key	\$ 1,564.16
21	9	C0115	115 Sandpiper Key	1,564.16
21	13.02	C0521	703 Mainsail Lane	798.55
21	15	C0405	405 Harmon Cove Towers	28.00
71	1.03	C0001	700 10 th Street	812.00
103	3		760 ½ 9 th Street	1,309.39
134	24		148 Centre Avenue	1,689.40
159	3.01	C0004	4 Mallard Place	2,451.19
180	24	C3117	2 Radio Avenue	810.47
214	1		1018 Gillis Place	1,553.77

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

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 a resolution approved by the Mayor and Council on September 13, 2022.

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**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of the Personnel Committee and Town Administrator the below part-time Plumbing Inspector in the Construction Department, hourly rate is adjusted, effective September 14, 2022.

Cunningham, Chris \$50.00/hour (by voucher)

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 13, 2022

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that **Deborah DeRosa** is hereby approved for a lateral transfer to the Tax Assessor Department #15004, effective as of September 7, 2022.

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 13, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Town Administrator and the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the below person is hereby transferred to the regular part time position in the Admin/Executive Department (#1000), effective retroactive to September 6, 2022:

Pascarello, Anna (#4759)

\$13.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 13, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that pursuant to the recommendation of the Michael Pero, Superintendent of Recreation, that the below person is hereby appointed to the seasonal part time Custodian position in the Recreation Department (#85000), effective September 12, 2022, as follows:

Naszimento, Zachary

\$11.90 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 13, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintend Recreations the that the following staff below are hereby hired and/or transferred to **regular** part time Lifeguard and various positions at the Rec Center Department (#85000), effective retroactive, September 6, 2022, as follows:

Head lifeguard

Gabriella Pimentel	\$15.00 / Hour
Hindle, Thomas	\$15.00 / Hour

Lifeguards

Aljallad, Dante	\$14.00/Hour
Bernabe, Ariel	\$14.00/Hour
DiMase, Michael	\$14.00/Hour
Manrique, Emelee	\$14.00/Hour
Ragauckas, Bria	\$14.00/Hour
Ragauckas, Jaclyn	\$14.00/Hour
Raymond, Tyler	\$14.00/Hour
Soler, Mia	\$14.00/Hour
Soler, Lia	\$14.00/Hour
Turi, Nicolas	\$14.00/Hour

Front Desk

D'Avanzo, Victoria	\$13.00/Hour
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New Lifeguards

Romanelli, Clifford	\$14.00/Hour
Cuevas, Anthony	\$14.00/Hour
Santos, Jeimy	\$14.00/Hour

Custodial

Nardone, Michael

\$13.00/Hour

Nardone, Nicholas

\$13.00/Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of as of September 13, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent Recreation that the below employee is hereby reappointed to the regular part time position of Park Attendant in the Park Patrol Department (#76000) effective retroactive to September 8, 2022, as follows:

Chichizola, Peter

\$14.85 / hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on September 13, 2022.

Town Clerk

Mayor

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

RESOLUTION: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendation of the Superintendent of Recreation Programs for the Town of Secaucus, the below persons are hereby reappointed and appointed to the **regular** part time Counselors positions for the 2022/ 2023 school year at the Before and After Care Programs Department #81082 as follows:

<u>Counselors (returning)</u>	<u>Hourly Rate</u>
Acomata, Demaris	\$13.00
Ambrosio, Kristin	\$13.00
Carcamo Maritza	\$13.00
Dececco, Jenna	\$13.00
DePaolo, Jenna	\$13.00
Drumeler, Cayden	\$13.00
Fink, Abigail	\$13.00
Hernandez, Arianna	\$13.00
Hernandez, Jaylen	\$13.00
Imperato, Denise	\$22.76
Korres, Ava	\$13.00
LaBianca, Eileen	\$13.00
Lemise, Leilea One-One	\$14.00
Meli, Ryan	\$13.00
Miller, Ann One-One	\$14.00
Nitschke, Maryann	\$13.00
Orellana, Ashley	\$13.00
Paparazzo, Brooke-lyn	\$13.00
Paulino, Betsy	\$13.00
Pinto, Breyonna	\$13.00
Ramirez, Uriel	\$13.00
Rivers, Caroline	\$13.00
Rodriguez, Noah	\$13.00
Soler, Rebecca One-One	\$14.00
Taylor, Steven One-One	\$14.00
Vega, Jasmine	\$16.00
Waiver, Donna	\$18.47
Cirone, Margaret	\$13.00
Fearon, Justyn One-One	\$14.00
Kalakowski, Carlene	\$15.76
Keegan, Ashley	\$13.00

Kosky, Kaitlyn		\$13.00
Masullo Patricia		\$13.00
Rodriguez, Myra		\$13.00
Testa, Robert	One-One	\$14.00
Toro, Cody		\$13.00
Wrinn, Kathy	New Hire	\$13.00

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 13, 2022.

 Town Clerk Mayor

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

Resolution No. _____

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

**RESOLUTION TO APPROVE CHANGE ORDER #2 TO A CONTRACT WITH
DONNELLY ENERGY FOR THE INSTALLATION OF HVAC SYSTEMS
AND EQUIPMENT**

WHEREAS, Donnelly Energy holds a current contract for HVAC Systems and Equipment under Resolution 2021-341 in the amount of \$249,482.25; and

WHEREAS, Change Order #1 was awarded under Resolution 2022-253, increasing the contract to \$264,482.25; and

WHEREAS, it has been determined that there will be an increase of work, which will increase the contract by One Hundred Thirty-One Thousand Seven Hundred Fifteen Dollars and 28/100 (\$131,715.28); and

WHEREAS, there is a need for a Change Order #2 to increase the contract with Donnelly Energy in the amount of One Hundred Thirty-One Thousand Seven Hundred Fifteen Dollars and 28/100 (\$131,715.28), which will increase the overall contract amount to Three Hundred Ninety-Six One Hundred Ninety-Seven Dollars and 53/100 (\$396,197.53), representing the final project change order, at a 58.8% increase; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70612.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the above statements are incorporated herein and Change Order #2 for Donnelly Energy in the increased amount of One Hundred Thirty-One Thousand Seven Hundred Fifteen Dollars and 28/100 (\$131,715.28) is hereby approved.

Adopted: September 13, 2022

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 13, 2022.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE
PROVISION OF SNACKS FOR THE SECAUCUS AFTER CARE PROGRAM FOR THE
2022-2023 SCHOOL YEAR TO NATOLI'S CATERING**

WHEREAS, the Town of Secaucus has the continued need for the provision of Snacks for the Secaucus After Care Program for the 2022-2023 School Year as a non-fair and open contract pursuant to the provision of N.J.S.A. 19:44A-20.5; and

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

WHEREAS, the term of this contract shall be for one (1) year, as approved by this governing body, to begin on September 1, 2022; and

WHEREAS, three (3) quotes were obtained for these services; and

WHEREAS, Natoli's Catering has submitted a quote that was presented to the Qualified Purchasing Agent indicating they will provide a general snack for the price of \$2.20 per snack (a piece of fruit, a healthy drink, and a healthy treat), for an amount not to exceed \$50,000.00 annually; and

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

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-66-70609-014.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorize the award a Non-Fair and Open contract for the provision of Snacks for the Secaucus After Care Program for the 2022-2023 School Year to Natoli's Catering for a one (1) year term, for an amount not to exceed Fifty Thousand Dollars and 00/100 (\$50,000.00) in accordance with the submitted proposal associated with this contract; and

BE IT FURTHER RESOLVED, that Natoli's Catering shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

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

Adopted: September 13, 2022

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 13, 2022.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO AWARD A PROFESSIONAL SERVICE CONTRACT FOR ANIMAL
CONTROL SERVICES WITH THE NEW JERSEY HUMANE SOCIETY**

WHEREAS, the Town of Secaucus Animal Shelter has the need for Animal Control and Sheltering Services on a month-to-month basis; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(a)(i) any contract 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 New Jersey Humane Society has submitted a proposal for said services for a price of \$2,500.00 per month, on a month-to-month basis; and

WHEREAS, the term of this contract shall not exceed a one-year period; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11092-078

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 Animal Control and Sheltering Services to the New Jersey Humane Society at an amount not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00) for a one (1) year term limit, to begin on September 13, 2022; and

BE IT FURTHER RESOLVED, that the New Jersey Humane Society shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

Adopted: September 13, 2022

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 13, 2022.

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

New Jersey

fax: 201 .624.71 10 email: info@hsnj.org

animal control: 201.822.7333 society

animal shelter: 201.758.7788

6412 Dewey Avenue • West New York, NJ 07093

August 31, 2022

The Town of Secaucus

1203 Paterson plank road

Secaucus, NJ 07094

Attn: Town Administrator Gary Jeffas

Re: Animal Control Officers and Sheltering

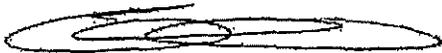
AGREEMENT

Dear Mr. Jeffas,

The NJ Humane Society will continue to provide animal control services and sheltering on month-to-month basis unless cancelled by either party with a 30-day notice. The fee is twenty-five hundred per month.

The NJ Humane Society will respond to animal control calls from 9-5 Monday through Friday. The after-hour calls and weekends will be for emergencies.

Thank you,



Geoffrey Santini

Humane Officer



Resolution No. _____

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

**A RESOLUTION ADOPTING THE “TOWN OF SECAUCUS CANNABIS LICENSE
APPLICATION” IN ACCORDANCE WITH TOWN ORDINANCE 135-6(G)
FOR THE TOWN OF SECAUCUS**

WHEREAS, in accordance with N.J.S.A. 24:6I-31 et seq., the Town of Secaucus adopted changes to Town Ordinance provision 135-6(G) on May 10, 2022, per Ordinance No. 2022-9, permitting cannabis establishments as a conditional use/special exception with the Light Industrial Zone A; and

WHEREAS, in accordance with such, the “Town of Secaucus Cannabis License Application” has been developed to assist in the regulation of said establishments and to evaluate that the requirements of the statute and local ordinance are being met by establishments seeking a location within the Town of Secaucus.

BE IT RESOLVED, that the Mayor and Council are hereby adopt and approve use of the “Town of Secaucus Cannabis License Application,” copy attached hereto and made a part hereof, for the Town of Secaucus; and

BE IT FURTHER RESOLVED, a copy of the “Town of Secaucus Cannabis License Application” shall be kept on file with the Town Clerk and the Town’s Zoning Officer; and

BE IT FURTHER RESOLVED, that the Town of Secaucus reserves the right to update, modify or amend the “Town of Secaucus Cannabis License Application” as deemed necessary in the interest of public safety, health and welfare, or in response to changes in the law, or other public considerations with such changes to be kept on file with the Town Clerk and town Zoning Officer.

September 13, 2022

**TOWN OF SECAUCUS
CANNABIS LICENSE APPLICATION
Pursuant to Ordinance §135-6G**



Please fully complete the below information. Use **additional sheets as necessary**. Applications shall be filed with the Town Clerk, 1203 Paterson Plank Road, 2nd Floor, Secaucus, New Jersey 07094. For purposes of this application, the term “cannabis” shall include cannabis related to both adult use and medical use.

Entity Information	
Applicant Name (name of business entity)	
Type of Business (Corp, LLC, Individual, etc.)	
Tax ID No.	
Entity Address	
Entity Phone Number	
Entity Email	
Primary Contact Information	
Primary Contact Name	
Primary Contact Address	
Primary Contact Phone Number	
Primary Contact Email	
Location of Proposed Cannabis Business in Secaucus	
Proposed Address	
Proposed Block and Lot	

LICENSE INFORMATION

Type of License Applying For:

- Medicinal
- Recreational

Category of License Applying For:

- Class I – Cannabis Cultivator
- Class II – Cannabis Manufacturer
- Class III – Cannabis Wholesaler
- Class IV – Cannabis Distributor
- Class V – Cannabis Retailer
- Class VI – Cannabis Delivery

Will this be a Microbusiness?

- Yes
- No

OWNERSHIP INFORMATION

1. Set forth the names, addresses and phone numbers of all owners of the Applicant owning 10% or more of the Applicant. Where a person owning 10% or more of the Applicant is itself a corporation, partnership, or other non-individual, the 10% owners of that entity shall be provided. The disclosure shall be continued until names and addresses of every person exceeding the 10% ownership criteria is established.

2. For each individual identified in response to Question #1, set forth the individual’s role in the Applicant’s proposed cannabis business.

3. For each individual identified in response to Question #1, set forth the individual’s employment and business background.

4. Do any of the individuals identified in response to Question #1 have or anticipate having any interest, direct or indirect, in any other cannabis business or alternative treatment center located or to be located in a) Secaucus, b) Hudson County, or c) State of New Jersey. If so, set forth the details of such interest and other businesses.

5. Set forth the employment and business background and experience of any owners or employees the Applicant would like to submit at its discretion to demonstrate the Applicant's ability to (1) operate safely, with no disruption to the Town's business and residential community, and (2) provide community enhancement.

6. Set forth a designated agent of the Applicant and address at which the Applicant consents to service of process. By submitting this application, the Applicant consents to service of process being effectuated by regular mail to the agent at the address provided.

7. Where the Applicant is a corporation, LLC or other business entity, set forth and attach documentation that the corporation or other business entity is authorized to conduct business in the State of New Jersey.

8. Does the Applicant have any prior cannabis related offenses or is the Applicant barred to operate in the State of New Jersey or in any other jurisdiction? If so, please explain.

SECAUCUS LOCATION INFORMATION

9. Set forth the address, block and lot from which the cannabis business will be conducted, and a general description of the existing structures and current use of the property.

10. Set forth and attach documentation reflecting that the Applicant has or will have the right to control and operate at the proposed location, such as a deed, lease or contract of sale.

11. Will any zoning variances be required in order for the Applicant to construct any necessary structures or buildings at the proposed location? If so set forth the variances that will be required. Have any applications been submitted to the Secaucus Construction Department or Zoning Board to date?

12. Set forth the size of the structure to be occupied, the size of the lot on which the structure lies or will lie, and the amount of available parking. Include any site plan for the location.

13. Set forth the locations of any public or private educational institution (elementary, high school and college level), day care center, public library, house of worship or any recovery and/or drug treatment facility located within 1,000 feet of the proposed cannabis business location. Include the type of entity and provide the distance from the cannabis business location.

14. Set forth the proximity of the proposed cannabis business to any other State approved cannabis business located or to be located within 2,000 feet. Include the type, name and location of the other cannabis business.

15. Set forth the availability of infrastructure access with respect to the proposed cannabis business, including, but not limited to roads, parking, water, electric and storm and sanitary sewer service, and whether any enhancement of any of the foregoing systems will be required in order to operate the cannabis business as ultimately contemplated by the Applicant.

16. Does the Applicant meet any of the criteria for priority State review of its State application, such as economic disadvantages criteria, minority, women or veteran owned criteria, or impact zone criteria? If so, please set forth the applicable criteria and how the Applicant meets such criteria.

17. Set forth and explain how the Applicant will satisfy the requirements set forth in Town Ordinance §135-6G, including the following: odor mitigation; noise control, reduction and mitigation; security, including security personnel, video surveillance, employee safety and the safety of any person visiting or interacting with the Applicant's business; opaque barriers; and hours of operation.

18. Set forth the Applicant's business plan, which shall include a demonstration of the Applicant's financial resources and plan that will enable the Applicant to effectuate the implementation and maintenance of operations, including meeting all statutory, regulatory and local ordinance requirements.

19. Set forth all aspects and particulars of the Applicant's community engagement plan.

20. Set forth the Applicant's employee hiring plan, including planned number of employees, the job descriptions and/or categories of employees that will be required, whether unionized labor will be used or has already been engaged, whether the Applicant or any related entity is a party to a labor peace agreement, project labor agreement or collective bargaining agreement that will apply to the Applicant's proposed operations in the Town, and whether Town's residents will be utilized for employment opportunities. Provide copies any relevant employment plans, descriptions and agreements.

21. Set forth the intended days per week and hours of operation of the business. In the event the Applicant subsequently changes its hours of operation from that set forth herein, prior approval from the Town is required.

22. Set forth the size of the business's operations in square feet, the quantity of merchandise, raw material or products the business will be processing, the number of deliveries to and from the business location expected per day, the size of vehicles expected to be making the deliveries, the number of customers anticipated to enter the business per day, and any other applicable quantification of operations.

23. Set forth the types and amount of insurance coverage currently held by the Applicant, and if the Applicant succeeds in obtaining a State and local cannabis license, the types and amounts of insurance coverage the Applicant will obtain before commencing cannabis operations. Submit a copy of any current insurance certificate.

Signature(s) of Applicant(s)

The individual(s) signing on behalf of the Applicant hereby certify, under penalty of perjury that, to the best of their knowledge and belief, the information supplied in response to this application is true and correct, and that those signing this application have been duly authorized by the Applicant to execute documents on its behalf.

Name of Applicant Entity: _____

By:

Name	Signature	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____

Resolution No. _____

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

**A RESOLUTION ADOPTING INFORMATION TECHNOLOGY POLICIES
FOR THE TOWN OF SECAUCUS**

WHEREAS, a “Cybersecurity Incident Response Plan” and “Master Technology Practices Policy,” have been developed by the Town’s IT Department, based on the MEL Master Technology Policy, to address security practices employed by the Town of Secaucus and procedures for identifying, tracking and responding to technology resource incidents; and

BE IT RESOLVED, that the Mayor and Council are hereby adopting the “Cybersecurity Incident Response Plan” and “Master Technology Practices Policy,” copies attached hereto and made a part hereof, for the Town of Secaucus; and

BE IT FURTHER RESOLVED, a copy of the Town’s the “Cybersecurity Incident Response Plan” and “Master Technology Practices Policy” shall be posted on the Town’s website and kept on file at the Town Clerk’s Office; and

BE IT FURTHER RESOLVED, that the Town of Secaucus reserves the right to update, modify or amend the “Cybersecurity Incident Response Plan” and “Master Technology Practices Policy,” as deemed necessary in the interest of safety, or in response to technology changes, cyber threats, changes in the law, or other public considerations with such changes to be kept updated on the Town’s website and on file with the Town Clerk.

September 13, 2022

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR THE PROVISION OF FLOWERS AND FOLIAGE TO PLAINVIEW GROWERS, INC.**

WHEREAS, the Town of Secaucus Department of Public Works has determined the need to purchase Flowers and Foliage for placement on Town owned properties; and

WHEREAS, Plainview Growers, Inc. offers flowers and foliage directly from their farm; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-51802-036

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the award a Non-Fair and Open contract for the provision of Flowers and Foliage to Plainview Growers, Inc. for a one-year term, beginning on January 1, 2022, in an amount not to exceed Twenty-Four Thousand Dollars and 00/100 (\$24,000.00); and

BE IT FURTHER RESOLVED, that Plainview Growers, Inc. has submitted a Pay to Play disclosure form which certifies that Plainview Growers, Inc. has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, in compliance with necessary regulations and measure of the State of New Jersey under N.J.S.A. 19-44A-20.27; and

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

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

Adopted: September 13, 2022

Resolution No. _____

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

**A RESOLUTION TO AWARD A CONTRACT FOR THE CENTRE AVENUE
ROADWAY IMPROVEMENTS TO 4 CLEAN-UP, INC.**

WHEREAS, the Town of Secaucus has determined the need for a contract for the Centre Avenue Roadway Improvements: and

WHEREAS, A Fair and Open Solicitation Process for the Centre Avenue Roadway Improvements was held pursuant to N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, the Town duly advertised for bids on August 8, 2022; and

WHEREAS, on August 30, 2022, two (2) submissions were received for Centre Avenue Roadway Improvements, as follows:

<u>BIDDER</u>	<u>BASE BID</u>	<u>DEDUCT D-1</u>	<u>DEDUCT D-2</u>	<u>DEDUCT D-3</u>
1) 4 Clean-Up, Inc. P.O. Box 5098 North Bergen, NJ 07047	\$744,551.23	\$52,094.14	\$51,683.49	\$137,000.00
2) DLC Contracting, Inc. 36 Montesano Road Fairfield, NJ 07004	\$785,546.05	\$45,225.55	\$45,608.35	\$30,000.00

WHEREAS, it has been determined that 4 Clean-Up, Inc. of North Bergen, NJ is the lowest apparent responsive and responsible bidder based on Base Bid, Deduct-1, and Deduct-3 items #1-37; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 10-2150-55-70613-013

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 Centre Avenue Roadway Improvements to 4 Clean-Up, Inc. in an amount not to exceed Six Hundred Sixty-One Thousand Four Hundred Fifty-Seven Dollars 09/100 (\$661,457.09) in accordance with the specifications utilized in connection with the bidding process; and

BE IT FURTHER RESOLVED, that 4 Clean-Up, Inc. shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

Adopted: September 13, 2022

Resolution No. _____

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

A RESOLUTION CREATING AND APPOINTING A LOCAL CANNABIS CONTROL BOARD FOR THE TOWN OF SECAUCUS IN ACCORDANCE WITH TOWN ORDINANCE 135-6(G)

WHEREAS, in accordance with N.J.S.A. 24:6I-31 et seq., the Town of Secaucus adopted changes to Town Ordinance provision 135-6(G) on May 10, 2022, per Ordinance No. 2022-9, permitting cannabis establishments as a conditional use/special exception with the Light Industrial Zone A; and

WHEREAS, said Ordinance, pursuant to subsection 1(l), permits the Mayor and Council to create and appoint a “Local Cannabis Control Board” comprised of three persons to review and approve applications for the operation of cannabis establishments within the Town of Secaucus.

NOW, HEREBY BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, hereby create and establish a “Local Cannabis Control Board” for the Town of Secaucus and appoint the following individuals to the terms specified in accordance with Town Ordinance 135-6(G)(1)(l):

	Length of Term	Term Start Date	Term End Date
Dennis Miller, Secaucus Police Chief	Three (3) years	9/14/22	9/13/25
Gary M. Jeffas, Secaucus Town Administrator	Two (2) years	9/14/22	9/13/24
Keri Ann Eglentowicz, Secaucus Town Attorney	One (1) year	9/14/22	9/13/23

BE IT FURTHER RESOLVED that the Board shall appoint a liaison to the Town Council, who shall report and make recommendations to the Mayor and the Town Council as deemed appropriate on cannabis applications and establishments.

September 13, 2022

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 2022 ROAD PROGRAM OAK LANE AND
ACORN ROAD TO AJM CONTRACTORS, INC.**

WHEREAS, the Town of Secaucus has determined the need for a contract for the 2022 Road Program Oak Lane and Acorn Road; and

WHEREAS, a Fair and Open Solicitation Process for 2022 Road Program Oak Lane and Acorn Road was held pursuant to N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, the Town duly advertised for bids on August 4, 2022; and

WHEREAS, on August 18, 2022, five (5) bids were received for 2022 Road Program Oak Lane and Acorn Road. The three (3) lowest bidders are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) AJM Contractors, Inc. 300 Kuller Road, Clifton NJ 07011	\$185,508.00
2) DLS Contracting, Inc. 36 Montesano Road, Fairfield, NJ 07004	\$189,527.00
3) 4-Clean Up, Inc. P.O. Box 5098, North Bergen, NJ 07047	\$217,785.54

WHEREAS, it has been determined that AJM Contractors, Inc. of 300 Kuller Road, Clifton, NJ 07011 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 10-2150-55-70603-010 @ \$75,000.00 and 10-2150-55-70603-012 @ \$110,508.00

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 2022 Road Program Oak Lane and Acorn Road to AJM Contractors, Inc. in an amount not to exceed One Hundred Eighty-Five Thousand Five Hundred Eight Dollars 00/100 (\$185,508.00) in accordance with the specifications utilized in connection with the bidding process; and

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

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

Adopted: September 13, 2022

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 2022 MILL/OVERLAY PROGRAM
TO AJM CONTRACTORS, INC.**

WHEREAS, the Town of Secaucus has determined the need for a contract for the 2022 Mill/Overlay Program; and

WHEREAS, a Fair and Open Solicitation Process for the 2022 Mill/Overlay Program was held pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Town duly advertised for bids on August 4, 2022; and

WHEREAS, on August 18, 2022, five (5) bids were received for 2022 Mill/Overlay Program. The three (3) lowest bidders are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) AJM Contractors, Inc. 300 Kuller Road, Clifton NJ 07011	\$298,943.00
2) DLS Contracting, Inc. 36 Montesano Road, Fairfield, NJ 07004	\$342,549.00
3) 4-Clean Up, Inc. P.O. Box 5098, North Bergen, NJ 07047	\$380,077.00

WHEREAS, it has been determined that AJM Contractors, Inc. of 300 Kuller Road, Clifton, NJ 07011 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 10-2150-55-70613-014; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the contract for 2022 Mill/Overlay Program to AJM Contractors, Inc. in an amount not to exceed Two Hundred Thousand Dollars and 00/100 (\$200,000.00) in accordance with the specifications utilized in connection with the bidding process; and

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

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

Adopted: September 13, 2022



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA R1641
 Identification No. 451-8-35628

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: SECAUCUS

Part A - General

1. Name of applying organization: UNICO - SECAUCUS CHAPTER OF UNICO NATIONAL
- 2a. Street address of headquarters: PO BOX 1182, SECAUCUS, NJ 07094
- b. Mailing address (if different): _____

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>9/30/22</u>	<u>6-11 pm</u>	_____	_____
<u>10/1</u>	<u>2-11 pm</u>	_____	_____
<u>10/2</u>	<u>12-6 pm</u>	_____	_____
<u>On Premise</u>	_____	_____	_____
<u>Trucky Tray</u>	_____	_____	_____

4a. Address of place where raffles will be played: _____

b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>LEGALIZED GAME OF CHANCE</u>	<u>ST OF NJ - LEGALIZED GAMES OF CHANCE</u>	<u>RAFFLE LICENSE</u>
<u>LICENSE</u>	<u>TOWN OF SECAUCUS</u>	<u>RAFFLE LICENSE</u>
<u>TICKETS</u>	<u>PARTY BOX OR PARTY CITY</u>	<u>TICKET COST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA R1642
 Identification No. 451-1-36967

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: Secaucus

Part A - General

1. Name of applying organization: St. Matthew Evangelical Lutheran Church
 2a. Street address of headquarters: 800 Roosevelt Avenue, Secaucus, NJ 07094
 b. Mailing address (if different): _____

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>December 18, 2022</u>	<u>11:00 AM</u>	_____	_____
<u>Off Premise 50/50</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

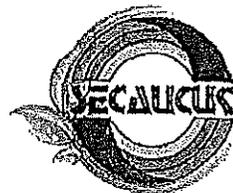
- 4a. Address of place where raffles will be played: St. Matthew Lutheran Church, 800 Roosevelt Avenue, Secaucus, NJ 07094
 b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
 5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>None</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated July 19, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: red cat Holdings

Organization, if applicable: _____

Address: 15 Ave. Munoz Rivera, STE 2200, San Juan, PR 00901

Phone: 847-826-0449 Email: brendan@redcat.red

hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Kane Stadium located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

2. **DATE and TERM.** The Facility will be used by the Renter for the following Rental Period(s):

October 25th, 2022, from 7:00AM am/pm to 2:00 PM am/pm

_____, 20____, from _____ am/pm to _____ am/pm

_____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event:

Name of Event: Think Equity Conference Golden Eagle Demo

Type of event: (Please describe the type of event, name of entertainment/vendors, etc.)

Demonstration of Golden Eagle UAS to interested investors

Number of Attendees: <50

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$ 525 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

RE

*For Ice Rink Party/Birthday Party Rentals: Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

5. OBLIGATIONS OF RENTER. The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy over the limit specified or above the represented number of attendees by Renter.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Seacucus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event. Seacucus-based non-profit organizations will be exempt from the insurance requirement.

9. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis.

10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

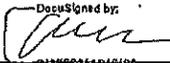
11. CANCELLATION. The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

12. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

DE
RE

I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By  Allan Evans, COO Date 7/19/2022
(Signature of renter)

Contact Person and Number on Day of Event
in case of emergency, closure, etc.

Brendan Stewart Phone: (847) 826-0449

INTERNAL USE ONLY; DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>	<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order	

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.

DS
RE



TEALDRO-01

AWILLIAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple, Suite 2300 Salt Lake City, UT 84111	CONTACT NAME: Amy Williams	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: awilliams@diversifiedinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Hampshire Insurance Co.		23841
INSURER B : American Alternative Insurance		19720
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Teal Drones, Inc
2800 S West Temple, Suite 2
South Salt Lake, UT 84115

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

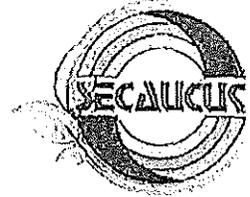
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR (NSD / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		01LX0650458350	4/7/2022	4/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		01CA0442489040	4/7/2022	4/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Products Liability		9032663	4/7/2022	4/7/2023	Occurrence/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER Town of Secaucus 1203 Paterson Plank RD Secaucus, NJ 07094	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Amy Williams</i>

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated Sept 7th, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Simon Barrow / Luis Miguel Garcia

Organization, if applicable: rbny Academy Inc

Address: 600 Cape May St, Harrison, NJ, 07029

Phone: 201-575-1625 Email: simon.barrow@newyorkredbulls.com

hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Shetik Field located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

2. **DATE and TERM.** The Facility will be used by the Renter for the following Rental Period(s):

9/18, 9/25, 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 2022, from 8:30am am/pm to 10:30am am/pm
_____, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event:

Name of Event: Regional Development School Training

Type of event: (Please describe the type of event, name of entertainment/vendors, etc.)

Soccer practice

Number of Attendees: 40

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$1,350.00 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

*For Ice Rink Party/Birthday Party Rentals: Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

5. OBLIGATIONS OF RENTER. The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to 40 persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy over the limit specified or above the represented number of attendees by Renter.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Secaucus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event. Secaucus-based non-profit organizations will be exempt from the insurance requirement.

9. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis.

10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

11. CANCELLATION. The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

12. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By  Luis Miguel Garcia
(Signature of Center) Chief Financial Officer
RBNY Academy, Inc. Date September 7th, 2022.

Contact Person and Number on Day of Event
in case of emergency, closure, etc.

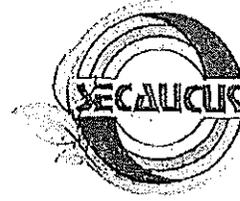
Simon Barrow Phone: 201-575-1625

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>	<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order	

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated Sept 9th, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Rajesh Nagpal
Organization, if applicable: INDIAN CAUCUS OF SECAUCUS
Address: 8 LIBERTY CT, SECAUCUS, NJ 07094
Phone: 201-936-1080 Email: rnagpal@indiancaucus.org

hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Buchmuller Park located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

2. **DATE and TERM:** The Facility will be used by the Renter for the following Rental Period(s):

October 9th, 2022, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event:

Name of Event: DIWALI MELA

Type of event: (Please describe the type of event, name of entertainment/vendors, etc.)
FAIR.

Number of Attendees: _____

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$_____. All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

*For Ice Rink Party/Birthday Party Rentals: Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

5. OBLIGATIONS OF RENTER. The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy over the limit specified or above the represented number of attendees by Renter.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Seacucus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event. Seacucus-based non-profit organizations will be exempt from the insurance requirement.

9. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis.

10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

11. CANCELLATION. The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

12. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By Rajesh Nepal Date 9/9/22
(Signature of renter)

Contact Person and Number on Day of Event
in case of emergency, closure, etc.

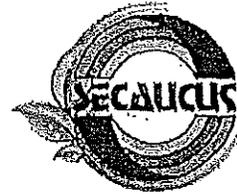
RAJESH NEPAL Phone: 201-936-1080

INTERNAL USE ONLY; DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
		<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order	
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>		

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated Sept 9th, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Rajesh Nagpal
Organization, if applicable: INDIAN CAUCUS OF SECAUCUS
Address: 8 LIBERTY CT, SECAUCUS, NJ 07094
Phone: 201-936-1080 Email: rnagpal@indiancaucus.org

hereinafter referred to as "Renter", in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Recreation Centre, Koell Blvd located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.
Basket Ball court

2. **DATE and TERM.** The Facility will be used by the Renter for the following Rental Period(s):

Oct 15th, 2022, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm
_____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event:

Name of Event: Dandiyas

Type of event: (Please describe the type of event, name of entertainment/vendors, etc.)

Number of Attendees: _____

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$_____ All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

*For Ice Rink Party/Birthday Party Rentals: Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

5. OBLIGATIONS OF RENTER. The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy over the limit specified or above the represented number of attendees by Renter.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Seonocus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event. Seonocus-based non-profit organizations will be exempt from the insurance requirement.

9. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or grants basis.

10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

11. CANCELLATION. The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

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I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By Rajesh Nagpal Date 9/9/22
(Signature of renter)

Contact Person and Number on Day of Event
in case of emergency, closure, etc.

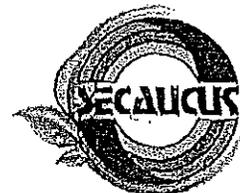
RAJESH NAGPAL Phone: 201-936-1080

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
		<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order	
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>		

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.