

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - February 8, 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. 2022-01: An ordinance amending Chapter 73 of the Code of the Town of Secaucus entitled "Fire Prevention and Fire Protection" to add provisions for the inspection of the Mobile Retail Food Establishments.

Ordinance No. 2022-02: An ordinance amending chapter 127 of the Town of Secaucus entitled "vehicles and traffic" to update locations on Henry Street where parking is prohibited.

RESOLUTIONS (CONSENT AGENDA)

BINGO/RAFFLE APPLICATIONS

- 1) Application to Amend an On-Premises Draw Raffle license sponsored by the Secaucus Emergency Fund, that was to be held on November 13, 2021, to reflect the event was cancelled due to COVID.

- 2) Application to Amend an On-Premises 50/50 license sponsored by the Secaucus Emergency Fund, that was to be held on November 13, 2021, to reflect the event was cancelled due to COVID.

COMMUNINCATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by Shamrocks AAU Basketball to use the Koelle Basketball Courts on February 19th & 20th for Spring AAU basketball tryouts.

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Consent Agenda
February 8, 2022

1. A Resolution to award a non-fair and open contract for the provision of recreational uniforms to 5Kount, LLC.
2. A Resolution in support of plans to improve the Meadowlands Parkway Bridge and approach roadways in the Town of Secaucus.
3. A resolution on behalf of the Town of Secaucus authorizing the award of a contract for the 2022-2032 Schmidt's Woods Management Plan with Paul Cowie and consulting arborists.
4. Resolution for execution of fourth amendment to Developer's Agreement between Fraternity Meadows, LLC and the Town of Secaucus.
5. Resolution authorizing to advertise and receive bids for the provision of a bus lease.
6. Resolution on behalf of the Town of Secaucus authorizing a fair and open solicitation process of Professional Services contracts for, Town Veterinarian and Secaucus Board of Health Attorney.
7. Resolution on behalf of the Town of Secaucus authorizing an appointment award of Professional Services contracts for the period of February 15, 2022 through February 14, 2023.
8. Resolution authorizing the Town of Secaucus for the sale of Police K9 Strobe to his handler, Police Sergeant Vince DeFazio.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 73 OF THE CODE
OF THE TOWN OF SECAUCUS ENTITLED "FIRE PREVENTION AND
FIRE PROTECTION" TO ADD PROVISIONS FOR THE INSPECTION
OF MOBILE RETAIL FOOD ESTABLISHMENTS**

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

WHEREAS, the Town of Secaucus locally enforces the provisions of the New Jersey Uniform Fire Code, N.J.A.C. 5:70-1 et seq. and has an established Bureau of Fire Prevention pursuant to Town Ordinance Chapter 73; and

WHEREAS, the Town of Secaucus' Bureau of Fire Prevention inspects mobile retail food establishments operating within the Town annually or at the time of an event in Town in the interest of public safety; and

WHEREAS, adequate time for review of applications and inspection must be provided to the Bureau to ensure all inspections can be completed and it has been recommended by the Bureau Chief that the Ordinance be modified to reflect such.

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

1. §73-15 of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows (additions are indicated in **bold**):

§73-15 Mobile retail food establishment inspections.

...

C. Mobile food establishments may obtain:

(1) A one (1) year certificate.

(a) ~~Seventy-five dollars~~ **\$75** per calendar year, which includes the inspection, one reinspection if needed, and any requisite inspections prior to any event in which the establishment may be participating in within the Town of Secaucus. An annual sticker or certificate of approval shall be valid until December 31 of the year in which it was issued.

(b) Renewal applications for one (1) year certificates shall be received by January 31 of a given year. Any late renewal applications shall be assessed a fee of \$50. A mobile retail food establishment will be entitled to continue operation during the period that a timely application for a renewal inspection is pending with the Bureau of Fire Prevention; or

(2) A three (3) day certificate;

(a) \$25 per three-day (3) period for an event, which includes an inspection and one reinspection if needed.

(3) All applications for an inspection by the Bureau of Fire Prevention for a one (1) year certificate or a three (3) day certificate shall be submitted at least five (5) days prior to any event or operation in Town. Applications submitted less than five (5) days before planned operation will be assessed a \$100 fee in addition to the one (1) year or three (3) day certificate fee.

...

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

IT IS FURTHER ORDAINED that the remainder of this Chapter 73 of the Code of the Town of Secaucus shall remain in full force and effect.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on _____, 2022 and finally adopted by the Mayor and Council on _____, 2022.

Town Clerk

Mayor

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO UPDATE LOCATIONS ON
HENRY STREET WHERE PARKING IS PROHIBITED**

WHEREAS, the Mayor and Council recognize that the safety of all motorists, passengers, pedestrians, residents and visitors, and access to reach such persons and locations is of utmost importance; and

WHEREAS, the Town enacted §127-1 et seq. to alleviate dangerous situations on the Town's streets, promote safe passage for motorists and vehicles, to address traffic flow, and specify penalties for violations; and

WHEREAS, upon the review and recommendation of the Secaucus Police Department, the Mayor and Council have determined that changes to the Ordinance are warranted to prohibit parking in additional locations on Henry Street to allow oversized vehicles and trucks to properly exit and enter driveways on the route and pass safely along the streets in the interest of public health and safety.

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

1. Chapter 127 entitled "Vehicles and Traffic," §127-23 "Schedule I: No Parking" of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~strikethroughs~~):

§ 127-23. Schedule I: No Parking.

In accordance with the provisions of § 127-7, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
Henry Street	South	From the western driveway of 35 Henry Street for a distance of 400 feet east.
Henry Street	South	From the corner of Secaucus Road and Henry Street to a distance 100 feet west of the eastern driveway of 35 Henry Street.
Henry Street	North	Entire length.

2.

Chapter 127 entitled "Vehicles and Traffic," §127-24" "Schedule II: No Parking Certain Hours" of the Code of the Town of Secaucus be and is hereby amended as follows (deletions are indicated by ~~strikethroughs~~):

§ 127-24 Schedule II: No Parking Certain Hours.

In accordance with the provisions of §127-8, no person shall park a vehicle between the hours listed upon any of the following described streets or parts of streets:

Name of Street	Side	Hours	Location
Henry Street	North	Monday through Friday	Entire length
Henry Street	South	Monday through Friday	150 feet from both corners

3.

Chapter 127 entitled "Vehicles and Traffic," §127-26" "Schedule IV: Time Limit Parking Certain Days" of the Code of the Town of Secaucus be and is hereby amended as follows (deletions are indicated by ~~strikethroughs~~):

§ 127-26 Schedule IV: Time Limit Parking Certain Days.

In accordance with the provisions of § 127-10, no person shall park a vehicle for longer than the time limit shown upon any of the following streets or parts of streets:

Name of Street	Side	Hours	Maximum Time (Minutes)	Location
Henry Street	South	8:00 a.m. to 5:00 p.m. Mondays through Fridays	120	More than 150 feet from all corners

4. There are no other changes to this Chapter of the Code of the Town of Secaucus.
5. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
6. 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.

7. 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 _____, 2022 and finally adopted by the Mayor and Council on _____, 2022.

Town Clerk

Mayor

Resolution No. _____

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

**A RESOLUTION TO AWARD A NON-FAIR AND OPEN CONTRACT FOR THE PROVISION
OF RECREATIONAL UNIFORMS TO 5KOUNT, LLC**

WHEREAS, the Town of Secaucus' Recreation Department has the continuing need for the provision of Recreational Uniforms; and

WHEREAS, the Secaucus Recreation Department utilizes various vendors for these services; and

WHEREAS, 5Kount, LLC of West New York provides these services in a time efficient manner, as needed; and

WHEREAS, the Purchasing Agent has certified that the total value of these services has not exceeded the bidding threshold of \$40,000.00 in past years; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-51817.

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 Recreational Uniforms to 5Kount, LLC in an amount not to exceed Thirty Thousand Dollars 00/100 (\$30,000.00) for a one (1) year term, beginning on January 1, 2022; and

BE IT FURTHER RESOLVED, that 5Kount, LLC has submitted a Pay to Play disclosure form which certifies that 5Kount, LLC 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 5Kount, LLC 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: February 8, 2022

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 CONTRACT FOR THE 2022-2032 SCHMIDT'S WOODS MANAGEMENT
PLAN WITH PAUL COWIE AND CONSULTING ARBORISTS**

WHEREAS, the Town of Secaucus is committed to participating in green and sustainable programs and practices within the Town; and

WHEREAS, the Town of Secaucus Environmental Department has obtained three (3) quotes for a Ten-Year Management Plan for the Forest and Heavily-Treed Picnic Area of Schmidt's Woods; and

WHEREAS, Paul Cowie, located at 11 N. Beverwyck Road, Lake Hiawatha NJ 07034, has submitted a Proposal dated October 11, 2021, that was presented to the qualified purchasing agent, providing for the 2022-2032 Schmidt's Woods Management Plan for a contract price of Seven Thousand Four Hundred Dollars and 00/100 (\$7,400.00); and

WHEREAS, Paul Cowie was the lowest responsible quote; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 12-2830-00-01200.

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 2022-2032 Schmidt's Woods Management Plan to Paul Cowie at an amount not to exceed Seven Thousand Four Hundred Dollars and 00/100 (\$7,400.00); and

BE IT FURTHER RESOLVED, that Paul Cowie 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: February 8, 2022



Town of Secaucus

Quote Solicitation Record

Sandy D'Arzen, RPPS, QPA
Christine Smith, Purchasing Assistant
1203 Paterson Plank Road
Secaucus, NJ 07094
P: 201.330.2026
F: 201.271.3615
SDarzen@Secaucus.net

DEPARTMENT Environmental
ITEM OR SERVICE Schmidt's Woods Inventory & 10-year Management Plan

Complete this form for all purchase orders that exceed \$6,600
All purchase orders that exceed \$6,600 must obtain a minimum of 3 quotes.
All purchase orders that are exempt from quotations will be determined by the Q.P.A.

DATE CALLED: 12/17/21
VENDOR: Reliable Tree Service
ADDRESS/PHONE: A: _____ P: 201-376-2741
PRICE: No quote

DATE CALLED: 12/17/21
VENDOR: Davey Resource Group
ADDRESS/PHONE: A: _____ P: 732-778-5587
PRICE: \$21,100.00

DATE CALLED: 12/17/21
VENDOR: Paul Cowie & Associates
ADDRESS/PHONE: A: _____ P: 973-276-0599
PRICE: \$7,400

Recommended Vendor Paul Cowie & Assoc. Cost: \$7,400
Comments: Arbor Day Reserves

I certify that competition has been solicited and quotations obtained in accordance with the current Procurement Bureau regulations governing Direct Purchase Authorization

Jeanne Sel Date: 2/2/22
(Signature of department head)

Please ensure to attach all appropriate written quotes and corresponding paperwork.

October 11, 2021

Jennifer Schneider
Environmental Coordinator
Secaucus Environmental Department
20 Centre Avenue, 2nd Floor
Secaucus, NJ 07094

Re: Proposal for 2022-2032 Schmidt's Woods Management Plan

Dear Jennifer:

I am pleased to offer this proposal for the development of a 10 year Management Plan for the forest and heavily-treed picnic area of Schmidt's Woods in Secaucus Town.

PC+A will work closely with the Town during each Task to ensure that the Plan produced is one that accurately reflects the individual needs, concerns, goals, and objectives of Secaucus with regards to Schmidt's Woods.

Specifically, development of the Plan will involve the following Tasks. The actual content of the Plan may vary depending upon the needs we identify.

1. Task 1 – Project Initiation

- a. Gather data about Schmidt's Woods. The data may be historical, ecological, or cultural in nature, with the goal of establishing the current role of Schmidt's Woods in the community and landscape.
- b. Review the Town's Master Plan, Stormwater Management Plan, and any other related documents that may be applicable to Schmidt's Woods.
- c. Onsite review and GIS work to generally characterize various areas and gather preliminary information.

2. Task 2 – Mission Statement & Program Goals

- a. Meet with the Secaucus Environmental Department, Town Administrator, Department of Public Works, and other relevant stakeholders to establish common goals for the continued maintenance and improvement of Schmidt's Woods.

3. Task 3 – Resource Evaluation

- a. Conduct an inventory of some level to establish a picture of the current composition of the park's tree resource.
- b. The level of detail, inventory methodology, and data to be gathered will be determined in response to the Program Goals established in Task 2.
- c. This will not include a complete inventory of data for individual trees.

4. Task 4 – Plan Initialization

- a. Develop a "rough draft" of the plan.
- b. It will consist of the following sections, to be revised as appropriate based on prior Tasks:
 - i) Overview of Schmidt's Woods
 - ii) Mission Statement and Goals
 - iii) Current Resource Evaluation
 - iv) Short- and Long-Term Objectives
 - v) Management Timeline
 - vi) Actionable Items for Volunteers

5. **Task 5 – Revision and Refinement**

- a. Review of the Task 4 document by the Town. Revisions will be incorporated as appropriate.
- b. There will be no fixed number of drafts during this Task. Revision and refinement of the Plan will continue until all parties are satisfied that the Plan addresses the desired concerns.

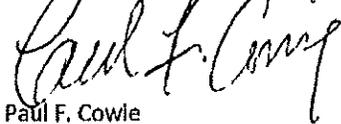
6. **Task 6 – Final Plan Preparation**

- a. Construct the final Schmidt's Woods Management Plan. In addition to the sections in Task 4, it will include map(s) of the park, such as those delineating management compartments, hydrology, and/or soil type, as appropriate.
- b. PC+A will provide 5 printed and bound copies of the Schmidt's Woods Management Plan to Secaucus Town, in addition to 1 electronic copy.

Development of this 2022-2032 Schmidt's Woods Management Plan, as outlined above, will be completed for a fixed sum of \$7,400.00. We respectfully request a 50% progress payment (\$3,700.00) upon submission of the first complete draft in Task 5 and the balance (\$3,700.00) upon delivery of the final copies. Invoices are payable within 30 days.

Please do not hesitate to call if you have any questions or need any additional information.

Sincerely,
PAUL COWIE & ASSOCIATES

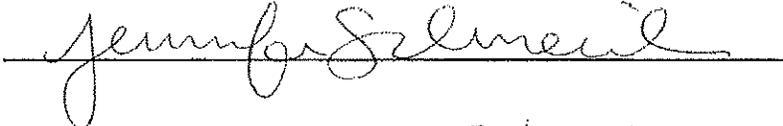


Paul F. Cowie
President

PFC:pc
Encl.

SECAUCUS TOWN HEREBY AGREES
TO THE TERMS AND CONDITIONS OF THIS PROPOSAL
FOR THE 2022-2032 SCHMIDT'S WOODS MANAGEMENT PLAN

APPROVED BY:



NAME & TITLE: Jennifer Schneide
Environmental Director

DATE:

2/2/22

Resolution No. _____

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

**RESOLUTION FOR EXECUTION OF FOURTH
AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN FRATERNITY MEADOWS, LLC AND THE
TOWN OF SECAUCUS**

WHEREAS, the Town of Secaucus ("Town") filed a lawsuit entitled In the Matter of the Determination of the Affordable Housing Obligation of the Town of Secaucus, New Jersey in the Superior Court of New Jersey, Law Division, Hudson County, under Docket No. HUD-L-2911-15, on July 6, 2015, seeking temporary immunity, along with all of its applicable Boards and subsidiary entities, from the filing and service of any third party or builder's remedy lawsuits with respect to the Town's satisfaction of its Mount Laurel obligations and an ultimate declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985 ("FHA"), N.J.S.A. 53:27D-301 et seq.; and

WHEREAS, as part of the resolution of that lawsuit, the Town prepared a Housing Element and Fair Share Plan (HEFSP) which was approved by the Superior Court on June 15, 2017; and

WHEREAS, the HEFSP provides for the construction of an additional 400 market-rate units and 100 affordable units (20%) to be built by Fraternity Meadows, LLC as part of the Xchange project, subject to amendment of the Secaucus Transit Village Redevelopment Plan by the New Jersey Sports and Exposition Authority ("NJSEA"); and

WHEREAS, on September 28, 2017, the Town petitioned the NJSEA to amend the Secaucus Transit Village Redevelopment Plan to allow for construction of the additional 400 market-rate units and 100 affordable units; and

EXHIBIT A

FOURTH AMENDMENT TO DEVELOPER'S AGREEMENT

BETWEEN

FRATERNITY MEADOWS, LLC

AND

THE TOWN OF SECAUCUS

THIS FOURTH AMENDMENT TO DEVELOPER'S AGREEMENT, ("**Fourth Amendment**") is made effective as of this 18th day of May 2020 BY AND BETWEEN **Fraternity Meadows, LLC** ("**Fraternity Meadows**"), a limited liability company of the State of New Jersey, having its principal office at 90 Woodbridge Center, Woodbridge, New Jersey 07095 and the **Town of Secaucus** (the "**Town**"), having its principal office at the Municipal Building, Paterson Plank Road, Secaucus, New Jersey 07094.

RECITALS

WITNESSETH:

WHEREAS, Fraternity Meadows and the Town entered into a Developer's Agreement, dated September 4, 2007 (the "Developer's Agreement"), in connection with the redevelopment of property (the "Project"), pursuant to the Secaucus Transit Village Redevelopment Plan, adopted by the New Jersey Meadowlands Commission on April 13, 2004, amended May 24, 2006, April 23, 2008, October 21, 2011, and last revised July 20, 2017; and

WHEREAS, Fraternity Meadows and the Town have previously executed amendments to the Developer's Agreement, dated July 28, 2010, March 11, 2011, and October 29, 2012; and

WHEREAS, both the Secaucus Transit Village Redevelopment Plan and Section 2.2 of the Developer's Agreement permit a total of 1,805 market-rate units to be constructed in the Project; and

WHEREAS, pursuant to an agreement between Fraternity Meadows, LLC and the Affordable Housing Board of the Town of Secaucus, dated July 26, 2006, Fraternity Meadows agreed to provide 230 affordable units in the Project; and

WHEREAS, Fraternity Meadows has completed Buildings A, C, D, I, J, and K totaling 1,350 market-rate units and 188 affordable units; and

WHEREAS, on June 15, 2017, the Hudson County Superior Court entered an Order, approving the Town's Housing Element and Fair Share Plan ("HEFSP"), which

would permit an additional 400 market-rate units and 100 affordable units (20%) to be built as a part of the Project, subject to amendment of the Secaucus Transit Village Redevelopment Plan by the New Jersey Sports and Exposition Authority (“NJSEA”); and

WHEREAS, on September 28, 2017, the Town petitioned the NJSEA to amend the Secaucus Transit Village Redevelopment Plan, in accordance, with N.J.A.C. 19:3-5.15, to allow for construction of the additional 400 market-rate units and 100 affordable units (the “Expanded Project”) as outlined in the Court approved HEFSP; and

WHEREAS, to date, the NJSEA has not acted on the requested amendment to the Secaucus Transit Village Redevelopment Plan; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed to as follows:

1. Fraternity Meadows may proceed with Building G of the Project, consisting of 403 market-rate units consistent with both the Secaucus Transit Village Redevelopment Plan, last revised July 20, 2017, and Section 2.2 of the Developer’s Agreement.

2. Should the NJSEA fail to adopt the amendments to the Secaucus Transit Village Redevelopment Plan as requested by the Town within three (3) years of the date of commencement of construction of Building G or January 1, 2023 whichever is later, so that Fraternity Meadows cannot thereafter proceed with completion of the Expanded Project, Fraternity Meadows shall complete the Project totaling 1,805 market-rate units and 230 affordable units, as contemplated by the Developer’s Agreement. In such instance, in addition to the completion of Building G, Fraternity Meadows shall construct or otherwise restrict as affordable units a total of 42 units (230 units required – 188 units completed = 42 units) within ten (10) years of the date of completion of construction of Building G or December 31, 2032 whichever is later, either by constructing new units or restricting existing units, or some combination thereof, either on-site or off-site. Fraternity Meadows shall not receive certificates of occupancy for the remaining 52 market-rate units until the 42 units of affordable housing have been constructed or otherwise restricted.

3. At such time as NJSEA adopts the amendments to the Secaucus Transit Village Redevelopment Plan as requested by the Town, so that Fraternity Meadows can thereafter proceed with completion of the Expanded Project, the 42 units of affordable housing shall be constructed or otherwise restricted as affordable units as part of the Expanded Project. In such instance the provisions of the preceding paragraph 2 shall be of no effect.

4. The percentage of affordable units in any building constructed in the Project shall not exceed thirty (30%) percent of the total number of units in that building.

5. All other provisions of the Developer's Agreement, and any other prior amendments, thereof, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

ATTEST:

FRATERNITY MEADOWS, LLC

**BY: STONEHENGE PROPERTIES, LLC,
Managing Member**

By: _____

Jeremy Halpern, Member

ATTEST:

THE TOWN OF SECAUCUS

By: _____

Town Clerk

Gary Jeffas, Town Administrator

Resolution No. _____

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

**A RESOLUTION AUTHORIZING TO ADVERTISE AND RECEIVE BIDS FOR
THE PROVISION OF A BUS LEASE**

WHEREAS, the Town of Secaucus has the need to lease a wheel-chair accessible bus to the Town's Senior Shuttle Fleet to help combat the risks of COVID and service residents.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Clerk is hereby authorized to advertise for and receive bids from vendors for the provision of a bus lease.

Adopted: February 8, 2022

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING A FAIR AND OPEN SOLICITATION PROCESS
OF PROFESSIONAL SERVICES CONTRACTS FOR TOWN VETERINARIAN AND
SECAUCUS BOARD OF HEALTH ATTORNEY**

WHEREAS, the Town of Secaucus is desirous of obtaining expert professional services to serve the Town in both statutory and operationally required functions; and

WHEREAS, the Town Attorney prepared a Fair and Open Solicitation Process for twenty-three Professional and other services for the period of February 15, 2022 to February 14, 2023, and bids were received on January 11, 2022; and

WHEREAS, no proposals were received for the professional services of Town Veterinarian and Secaucus Board of Health Attorney.

WHEREAS, the Town will not be soliciting proposals for Special Counsel: Federal Regulatory Specialist based on a review of the services, however will be seeking proposals for the other two services.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk shall be authorized to post for a second time and accept proposals for obtaining such Professional and other services as follows:

1. Professional Services – **Town Veterinarian.**
2. Professional Services – **Secaucus Board of Health Attorney.**

Adopted: February 8, 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 February 8, 2022.

Town Clerk

Mayor

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING AN APPOINTMENT AWARD OF PROFESSIONAL SERVICES CONTRACTS
FOR THE PERIOD OF FEBRUARY 15, 2022 THROUGH FEBRUARY 14, 2023**

WHEREAS, the Mayor and Council of the Town of Secaucus received responses to its Fair and Open Solicitation Process for Professional and other services on January 11, 2022; and

WHEREAS, after review and discussion of such responses that the Mayor and the Town Council has determined to whom contracts should be awarded for the period of February 15, 2022 through February 14, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that contracts for Professional and other services be awarded as set forth below subject to approval of funds in the 2022 Municipal Budget.

BE IT FURTHER RESOLVED, that the Mayor and Town Clerk shall be authorized to execute contracts for Professional and other services for the period of February 15, 2022 through February 14, 2023 as follows:

1. Professional Services **1A.1 – Special General Counsel:**

Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal. Amount not to exceed \$75,000.00.

Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal. Amount not to exceed \$75,000.00.

2. Professional Services **1A.2 – Special Attorney, Litigation:**

Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal. Amount not to exceed \$50,000.00.

Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal. Amount not to exceed \$100,000.00.

3. Professional Services **1A.3 – Town Auditor:**

Bowman & Company LLP pursuant to the rate schedule in their proposal in an amount not to exceed \$80,000.00.

4. Professional Services **1A.4 – Tax Appeal Attorney:**

Weiner Law Group LLP – \$175.00 hourly rate for attorneys pursuant to the rate schedule in their proposal. Amount not to exceed \$150,000.00.

Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule. Amount not to exceed \$20,000.00.

Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule. Amount not to exceed \$10,000.00.

5. Professional Services **1A.5 – Labor Attorney:**

Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys. Amount not to exceed \$75,000.00.

Weiner Law Group LL – \$175.00 hourly rate. Amount not to exceed \$25,000.00.

6. **Professional Services 1A.6 – Consulting Engineer:**
Boswell Engineering – see schedule of Billable Hourly Rates in their proposal. Amount not to exceed \$350,000.00.

Remington & Vernick Engineers – see schedule of Billable Hourly Rates in their proposal. Amount not to exceed \$125,000.00.

Neglia Engineering Associates – see schedule of Billable Hourly Rates in their proposal. Amount not to exceed \$25,000.00.
7. **Professional Services 1A.7 – Town Surveyor:**
Neglia Engineering Associates – see schedule of Billable Rates in their proposal. Amount not to exceed \$17,500.00.

Boswell Engineering – see schedule of Billable Hourly Rates in their proposal. Amount not to exceed \$17,500.00.
8. **Professional Services 1A.8 – Bond Counsel:**
Rogut McCarthy LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$50,000.00.
9. **Professional Services 1A.9 – Special Bond Counsel:**
McManimon, Scotland & Baumann, LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$10,000.00.
10. **Professional Services 1A.11 – Real Property Appraiser:**
McNerney & Associates, Inc. – see schedule of rate structure in their proposal not to exceed \$35,000.00.
11. **Professional Services 1A.12 – Alcoholic Beverage Control Board Counsel:**
Weiner Law Group LLP – \$175.00 hourly rate in an amount not to exceed \$7,500.00.
12. **Professional Services 1A.13 – Public Relations Specialist/Local and State Grant Writer:**
Millennium Strategies LLC – \$3,300.00 per month in an amount not to exceed \$39,600.00.
13. **Professional Services 1A.14 – Municipal Prosecutor:**
Michael Bukatman, Esq. – \$415.00 per court session in an amount not to exceed \$140,000.00.
14. **Professional Services 1A.15 – Planning Board Attorney:**
Florio Perrucci Steinhardt & Fader LLC – \$175.00 blended hourly rate in an amount not to exceed \$5,000.00.
15. **Professional Services 1A.16 – Zoning Board of Adjustment Attorney:**
Florio Kenny Raval, LLP – \$175.00 hourly rate in an amount not to exceed \$50,000.00.
16. **Professional Services 1A.17 – Municipal Public Defender:**
Thomas Koehl, Esq. – \$355.00 per court session in an amount not to exceed \$60,000.00.

17. Professional Services **1A.18 – Town Architect:**
 Clarke Caton Hintz – see schedule of Billable Rates in their proposal in an amount not to exceed 200,000.00.

DMR Architects – see schedule of Billable Rates in their proposal in an amount not to exceed \$20,000.00.

18. Professional Services **1A.19 – Planner:**
 Clarke Caton Hintz – see schedule of Billable Rates in their proposal in an amount not to exceed \$25,000.00.

19. Professional Services **1A.21 – Environmental Consultant:**

Ellas Environmental, LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$100,000.00.

Boswell Engineering – see schedule of Billable Rates in their proposal in an amount not to exceed \$20,000.00

20. Professional Services **1A.22 – Information Technology Consultant:**
 Biff Duncan Associates – see schedule of Billable Rates in an amount not to exceed \$75,000.00.

That the Town Clerk shall publish the above awards in the office and in the newspaper of the Town, The Jersey Journal, no later than twenty (20) days from the date of this Resolution.

Adopted: February 8, 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 February 8, 2022.

 Town Clerk

 Mayor

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

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE TOWN OF SECAUCUS FOR SALE OF
POLICE K9 STROBE TO HIS HANDLER, POLICE SERGEANT VINCE DEFAZIO**

WHEREAS, the Town of Secaucus owns a German Shepherd named Strobe, which was specifically trained with his handler in an officer position for law enforcement purposes in the Secaucus Canine Unit; and

WHEREAS, due to a job transition for Strobe's handler out of the Canine Unit, Sergeant DeFazio, who has been the handler and provided housing and care for Strobe, wishes to purchase the dog; and

WHEREAS, the Town of Secaucus has determined that it is in the best interests of the Town to transfer ownership of the dog to Vince DeFazio for the sum of One Dollar and 00/100 (\$1.00) without any warranties whatsoever; and

WHEREAS, N.J.S.A. 40A:11-36(6) authorizes the Town to sell personal property at a private sale when the value of the property does not exceed the public bid threshold.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that ownership of a German Shepherd named Strobe will be transferred to Vince DeFazio who will assume full responsibility for its care, maintenance and well-being; and

BE IT FURTHER RESOLVED that Vince DeFazio agrees that ("Strobe") will be a domestic pet for private purposes and not for public or private police or investigative purposes; and

BE IT FURTHER RESOLVED that Vince DeFazio will agree to indemnify the Town of all future claims resulting from or caused by the dog and any liability arising from the dog; and

BE IT FURTHER RESOLVED that general and medical insurance coverage for Strobe will be cancelled by the Town of Secaucus immediately; and

BE IT FURTHER RESOLVED that the Mayor or the Town Administrator is authorized to execute an Agreement of Sale and any documents or take any action necessary to effectuate the spirit and purpose of this Resolution.

Adopted: February 8, 2022

**TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
Facility Rental Agreement**

This Rental Agreement, dated Jan 31, 2022 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Shamrocks AAU Basketball
Organization, if applicable: _____
Address: _____
Phone: _____ Email: _____

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 Koelle Basketball Courts 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):
Feb. 19, 2022, from 2 am/pm to 530 am/pm
Feb 20, 2022, from 12 am/pm to 330 am/pm
_____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event: (Please describe the type of event, name of entertainment/vendors, expected number of persons, etc.)

Spring AAU Basketball Tryouts

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental:

Total Rental Fee for Facility: \$ 0 **NO Fee - Secaucus residents**
Security Deposit Amount: \$ _____ Due at Agreement Signing
Final Payment/Balance: \$ 0 Due by: _____

The security deposit may be paid in the form of a personal check, certified bank check, cashier's check or money order. All final payments must be in the form of a certified bank check, cashier's check or money order; No personal check will be accepted for final payment. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

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.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter agrees to procure and maintain at their sole cost and expense any insurance required by the Town of Seabrook prior to the Event. The Town reserves the right to request a Certificate of Insurance in which the Town of Seabrook is listed as an additional insured prior to the Event.

9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to the Renter by first class mail within thirty (30) days. If Renter and/or guests have caused damage to the Facility, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to Renter specifying the amount retained and the reasons therefor. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. 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, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and 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, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter. Renter shall be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

Renter shall ensure that all guests, attendees and participants sign any required information sheets and releases required by the Recreation Department, or rental privileges may be revoked. Renter agrees that they are fully responsible for the actions and behavior of all guests, attendees and participants.

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

12. CANCELLATION. The security deposit 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 is 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 security deposit 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 security deposit and/or fee based on the length of the rental if such occurs during the Facility rental period.

13. 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 _____
(Signature of renter)



Date 2/2/22

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

Carlos Cerezo

Phone: (201) 207-1672



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 to Amend a Bingo Raffles License

(Please check one.)

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

License No. R-1603
 Identification No. 451-5-39757

Please print clearly.

Name of municipality: SECAUCUS

Name of applicant: SECAUCUS EMERGENCY FUND

Address: 101 CENTRE AVE SECAUCUS NJ 07094

Street address	City	State	ZIP code
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- Application is made to amend the above license as follows:
 ON PREMIS DRAW RAFFLE CANCELED--DUE TO COVID

- Additional proofs, signatures and verifications required for this amendment are attached.
- If this amendment is permitted, the original license will be returned in exchange for the amended license.

Date: 01-26-2022 Signature of officer: *Lisa Smedley*

The statement on the reverse side must be signed and notarized.

Statement of Applicant and Member(s) in Charge

State of New Jersey

} ss.

County of HUDSON

We do hereby each make the following statement, under oath, with respect to the foregoing application:

- 1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Bingo Licensing Law or the Raffles Licensing Law.
- 2. Prior to the issuance of any license to it to conduct games of chance the applicant was actively engaged in this State in serving one or more "authorized purposes."
- 3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
- 5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Bingo Licensing Law or the Raffles Licensing Law, as the case may be, and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
- 6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, or assisting in the holding, operation or conducting, of the games; except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees. No prize greater in amount or retail value than authorized by law will be awarded in any single game.
- 7. All statements in the foregoing application are true.

Sworn and subscribed to before me this
26 day of January, 2022
GRACE YEO
 Notary Public (Print name)
Grace Yeo
 Signature of Notary Public



GRACE YEO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2420630
My Commission Expires 5/9/2022

Lisa Smedley President
 Signature of Officer and Title
Justin Smedley
 Signature of Member-In-Charge

 Signature of Member-In-Charge

 Signature of Member-In-Charge

 Signature of Member-In-Charge



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 to Amend a Bingo Raffles License

(Please check one.)

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

License No. R-1602
 Identification No. 451-5-39757

Please print clearly.

Name of municipality: SECAUCUS

Name of applicant: SECAUCUS EMERGENCY FUND

Address: 101 CENTRE AVE SECAUCUS NJ 07094
Street address City State ZIP code

1. Application is made to amend the above license as follows:
 ON PREMIS 50/50 CANCELED--DUE TO COVID

2. Additional proofs, signatures and verifications required for this amendment are attached.
3. If this amendment is permitted, the original license will be returned in exchange for the amended license.

Date: 01-26-2022 Signature of officer: *Lisa Smedley*

The statement on the reverse side must be signed and notarized.

Statement of Applicant and Member(s) in Charge

State of New Jersey

} ss.

County of HUDSON

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3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Bingo Licensing Law or the Raffles Licensing Law, as the case may be, and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, or assisting in the holding, operation or conducting, of the games; except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees. No prize greater in amount or retail value than authorized by law will be awarded in any single game.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

26 day of January, 20 22

GRACE YEO

Notary Public (Print name)

Grace Yeo

Signature of Notary Public



GRACE YEO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2420630
My Commission Expires 5/1/2022

Lisa Smediker President

Signature of Officer and Title

[Signature]

Signature of Member-In-Charge

Signature of Member-In-Charge

Signature of Member-In-Charge

Signature of Member-In-Charge

If more space is needed in any section of this application, insert extra sheets of paper.