

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - FEBRUARY 22, 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 INTRODUCTION

Ordinance No. 2022-3: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Removal of a handicapped parking spot on Eighth Street)

RESOLUTIONS (CONSENT AGENDA)

BINGO/RAFFLE APPLICATIONS

- 1) Application for an On-Premise Raffle to be held on April 9, 2022, sponsored by the Secaucus High School PTSA
- 2) Application for an On-Premise Sale Raffle to be held from March 28, 2022 to April 9, 2022, sponsored by the Secaucus High School PTSA

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Acceptance of Andrew Weschke and Kariem Barsoum as probationary firefighters

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 2/22/22

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 approving tax overpayment refunds to four Secaucus properties
2. Resolution adjusting the hourly rate for Part-Time Bus Drivers Michael Craven, Gary Stinson and Thomas Thompson to \$20.95 when driving the 54 passenger white shuttle buses, effective February 23, 2022
3. A resolution on behalf of the Town of Secaucus authorizing the execution of an Agreement with the Hudson County Schools of Technology
4. Resolution appointing Nicholas Pascarello as a Regular Part-Time Custodian to the Recreation Center Department at the hourly rate of \$13.00, retro to February 16, 2022 and Nicholas Turi as a Lifeguard at the hourly rate of \$14.00, effective February 22, 2022
5. Resolution appointing Sean Belenski to the Regular Full-Time position of Maintenance Worker at the Recreation Center Department at the annual salary of \$39,000.00, effective February 23, 2022

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 1st 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	13.02	C0E3A	706 Mainsail Lane	\$ 801.00
21	15	C0308	308 Harmon Cove Towers	\$ 1,220.00
21	15	C0416	416 Harmon Cove Towers	\$ 668.00
176	3		14 Kroll Terrace	\$ 2,399.00

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.

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 the Personnel Committee and Town Administrator the below part time bus driver's hourly rate is adjusted when driving the 54-passenger white shuttle buses, effective February 23, 2022, as follows:

Craven, Michael	\$20.95 / hour
Stinson, Gary	\$20.95 / hour
Thompson, Thomas	\$20.95 / hour

BE IT FURTHER RESOLVED, the above increases shall be inclusive of any salary increases that may be passed on to "permanent" part-time employees for 2021 and 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 22, 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**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE EXECUTION OF A COMMUNICATIONS SITE LICENSE
AGREEMENT WITH THE HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

WHEREAS, the Town has reviewed and negotiated a Communications Site License Agreement with the Hudson County Schools of Technology for a position on the communications tower for municipal communications equipment and ancillary improvements located at Block 5, Lot 2.03, known as 1 High Tech Way, Secaucus, New Jersey.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, hereby approve and authorize the execution of a Communications Site License Agreement as a lessee on the tower site located at Block 5, Lot 2.03, known as 1 High Tech Way, Secaucus, New Jersey, by the Town Administrator or their designee; and

BE IT FURTHER RESOLVED, that the Town Administrator or their designee are hereby authorized to execute any documents related to or regarding this Communications Site License Agreement or take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: February 22, 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 22, 2022.

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

**COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE HUDSON
COUNTY SCHOOLS OF TECHNOLOGY AND THE TOWN OF SECAUCUS**

This Lease Agreement made this ____ day of February 2022, by the **Town of Secaucus, New Jersey**, a New Jersey municipality, with principal offices located at 1203 Paterson Plank Road, Secaucus, New Jersey 07094 ("Town" or "Secaucus"), and the **Hudson County Schools of Technology**, a body politic, with principal offices located at 1 High Tech Way, Secaucus, New Jersey 07094 ("HCST").

WHEREAS, HCST is the Lessor in possession of the property known and designated as Block 5 Lot 2.03 in the Town of Secaucus, and parties hereto agree that all terms and conditions referenced in any plans or construction documents are fully incorporated by reference herein.

WHEREAS, Secaucus desires to lease a portion of the Premises from HCST for access to HCST's existing tower for placement of Secaucus' municipal communications antennas, to locate communications equipment in HCST's shelter, to place an emergency power generator for its use, and for appurtenant improvements.

WHEREAS, HCST hereby leases to Lessee and Lessee hereby leases from HCST that portion of the Premises, more particularly described as 200 square feet of ground space and sufficient space on the Tower at the 70 feet (Secaucus Fire) and 80 feet (Secaucus Police), as set forth on Exhibit A ("the Premises"), attached hereto and made a part hereof, upon the terms and conditions herein contained.

WHEREAS, the parties to this Agreement are a municipal entity of the State of New Jersey and an agency of the County of Hudson that are authorized to enter into agreements by and among themselves to jointly provide for the health, welfare and safety of its residents pursuant to N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, the governing bodies of each of the parties have independently concluded that the implementation of this Agreement for the shared services of an existing telecommunications tower on the property of HCST is in the best interests of all parties for the preservation of the health, safety and welfare of the residents of Secaucus, emergency responders, school district, and the general public.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Services to be Provided. The Town of Secaucus shall construct at its own cost and expense a telecommunications platform on the existing telecommunications tower located on the HCST property and shall otherwise provide for accessory cabinets, conduits, pads and utilities to operate such municipal telecommunications service all for the public benefit as set forth on Exhibit B. The Town of Secaucus shall construct and build such platform pursuant to the standards established by the HCST developer, engineer and contractor and the specifications set forth on the attached Exhibits A and B.

2. Payments to the HCST; Other Terms and Conditions.

A. During the term of this Agreement, Secaucus shall be entirely responsible for the cost of the maintenance and repair of its platform, cabinets and equipment but shall make no payment to HCST for its use of the Tower. The parties acknowledge and agree that the Town of Secaucus was instrumental in its participation in investigating, supporting and assisting HCST in the development of the Tower site.

Furthermore, the operation of the telecommunications platform is inherently beneficial to the school district, the residents of the Town of Secaucus, emergency responders, and the general public. The right of Secaucus to use the tower is for the benefit of the Town of Secaucus alone and such right may not be assigned, sublet, alienated or hypothecated in any form or fashion without the express approval of HCST, which approval shall be in its sole and absolute discretion. However, approval shall not be unreasonably withheld. The Town of Secaucus acknowledges that the tower is used by other carriers and providers authorized by HCST and shall make certain that its operation at the tower in no way conflicts or impedes the operation of such other carriers and agrees that in the event that evidence is produced revealing the Town of Secaucus is impeding other carriers, it shall immediately after notice, cease-and-desist all operations until the conflict may be resolved. Furthermore, HCST acknowledges it is essential that the Town of Secaucus' use of the tower and communications not be interrupted or interfered with by other carriers or providers, therefore, Secaucus shall access property only through approved roadways and notify HCST of times it intends to visit the site. Secaucus will, through its engineers, contact and resolve any issues with the offending carrier; HCST will assist in any necessary action to enforce compliance. At all times during the operation of this Agreement, the Town of Secaucus shall carry insurance in sufficient amounts to insure against the loss or destruction of its equipment, cabinets and accessories. In addition, the Town of Secaucus shall carry workers compensation and general liability insurance in such amounts to protect against any and all claims for personal injury or property damage arising out of the operations of its employees, agents and subcontractors and such policies shall name HCST as an additional insured.

3. Effective Date.

This Agreement shall be effective upon the execution hereof, retroactive to January 1, 2022, after the adoption of appropriate resolutions by the governing bodies of HCST and the Town of Secaucus, pursuant to N.J.S.A. 40A:12-1 et seq , as amended to the date hereof.

4. Term.

The term of this Agreement shall be for an initial period of five (5) years, renewable for four (4) additional five-year periods, unless either party notifies the other in writing at least six (6) months prior to expiration of the term of its intention not to renew. In the event the Town of Secaucus wishes to discontinue its use of the tower, HCST may insist that it remove its platform and all associated equipment at its sole cost and expense.

5. Modification, Waiver, and Construction.

A. This Agreement shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

B. Written notice of the termination of the Agreement must be provided by certified mail, return receipt requested, or by courier to the Clerk of the municipality and HCST Board Secretary six (6) months prior to the termination.

C. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.

D. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

E. Any cause of action, claim, suit, or civil action of any kind filed by either party arising out of or relating to the terms of this Agreement or the relationship of the parties shall be brought only in the Superior Court of New Jersey, Hudson County, New Jersey. Both parties irrevocably admit themselves to the jurisdiction of that Court.

F. In the event any provision of this Agreement is determined to be unenforceable or contrary to law, the provision shall be struck but all other surviving provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

Town of Secaucus

By: _____

Town Clerk

Gary Jeffas, Town Administrator

ATTEST:

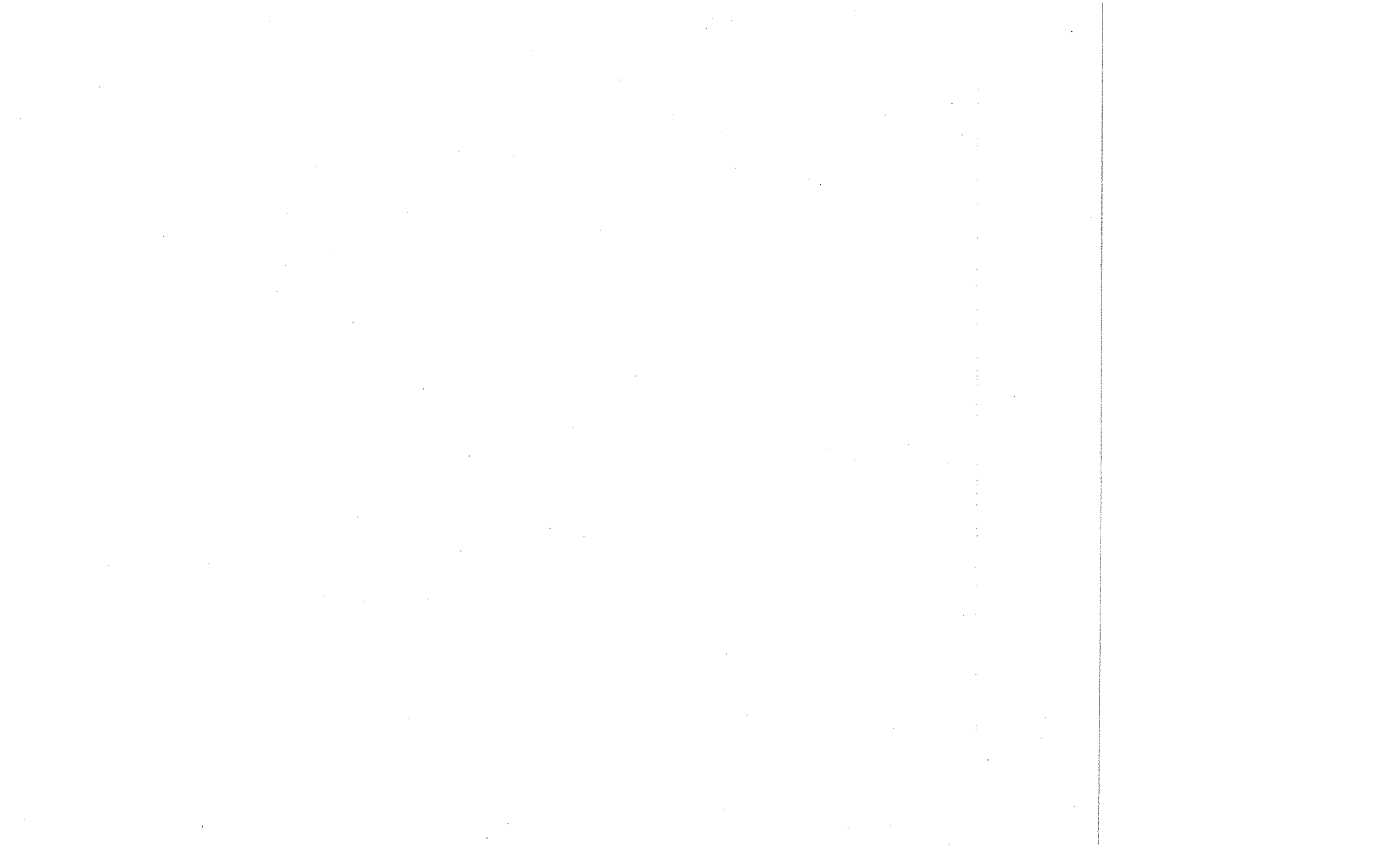
Hudson County Schools of Technology

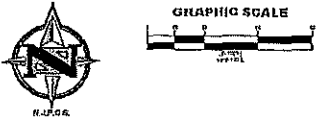
Joseph M. Muniz,
Board Secretary

By: _____
Craig Guy, President

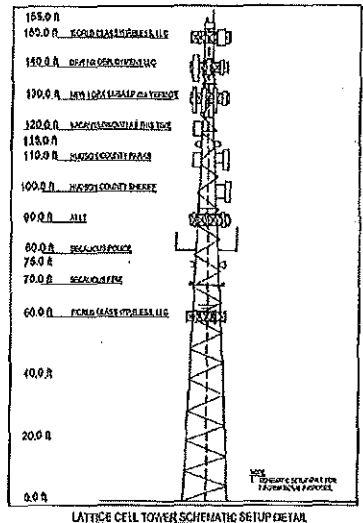
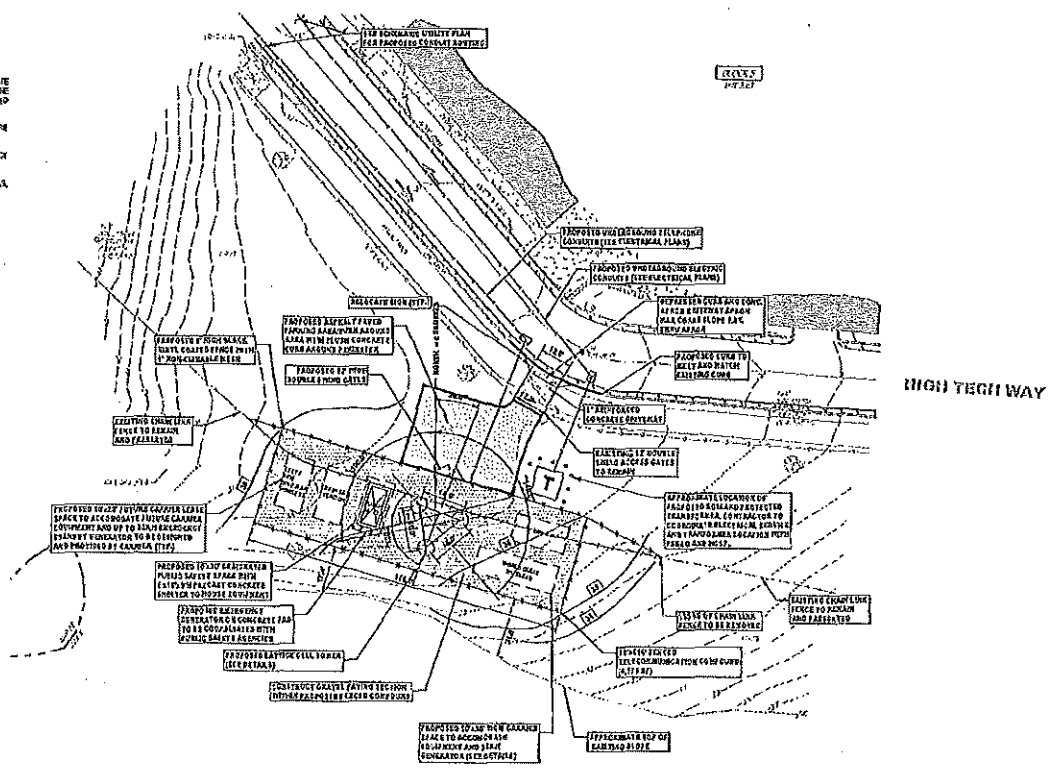


Exhibit A





- TELECOMMUNICATIONS CONSTRUCTION NOTES:**
1. TELECOMMUNICATIONS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2010, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2011, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2012, AS AMENDED.
 2. ALL TELECOMMUNICATIONS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2010, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2011, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2012, AS AMENDED.
 3. ALL TELECOMMUNICATIONS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2010, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2011, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2012, AS AMENDED.
 4. ALL TELECOMMUNICATIONS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2010, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2011, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2012, AS AMENDED.



LATTICE CELL TOWER SCHEMATIC SETUP DETAIL

NOTES:
 1. EXISTING CONDITIONS AS PER PLAN ENTITLED "PROPOSED GREELEY MIDDLE SCHOOL SITES OF TOWNSHIP OF SRAUCUS, TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2010, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2011, AS AMENDED, AND THE TOWNSHIP OF SRAUCUS, NEW JERSEY, ORDINANCE NO. 100-2012, AS AMENDED."



ANTHONY KURUS, P.E., P.P.
 PROFESSIONAL ENGINEER
 LICENSE NO. 12345

NEGLIA ENGINEERING ASSOCIATES
 A PROJECT OF
 MICHAEL J. NEGLIA, P.E., P.L.S., P.P.
 PROFESSIONAL ENGINEER
 LICENSE NO. 12345

SITE IMPROVEMENTS PLAN
 PROPOSED TELECOMMUNICATIONS PROJECT
 HOST - HIGH TECH HIGH SCHOOL SITE
 BLOCK 5 - LOT 2.03
 TOWN OF SRAUCUS
 HUDSON COUNTY, NEW JERSEY

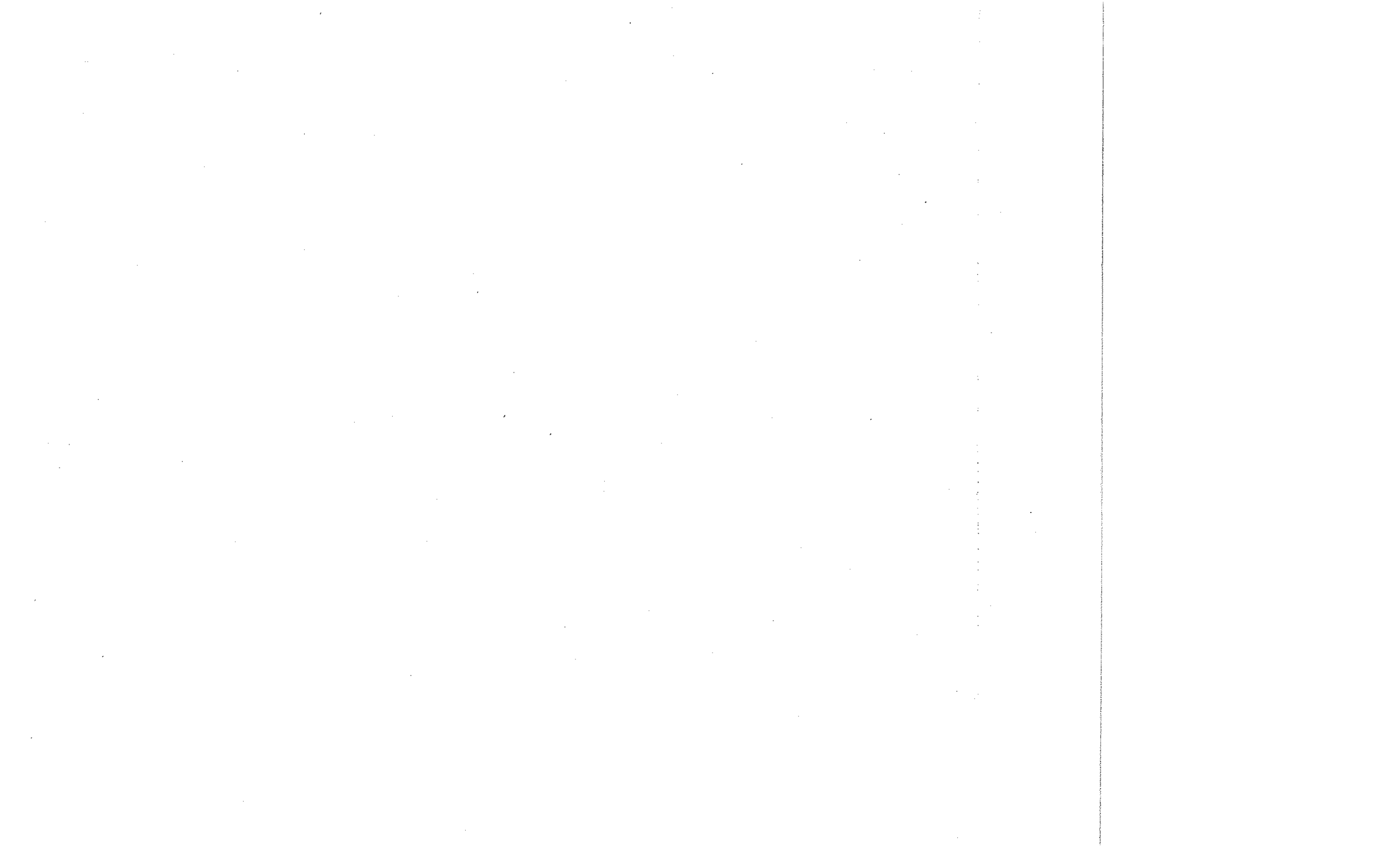
NO.	DATE	DESCRIPTION	BY	CHKD
1	01/15/10	ISSUED FOR PERMIT	AK	AK
2	02/10/10	REVISED PER PLAN	AK	AK
3	03/10/10	REVISED PER PLAN	AK	AK

DATE OF PREPARATION: 01/15/10

PROJECT NO.: SEACPRV19.010
 SHEET NO.: 3/81



Exhibit B



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 persons are hereby appointed to the regular part time positions at the Rec Center Department (#85000), effective February 22, 2022, as follows:

Pascarello, Nicholas #4967 (retro to 2/16/2022) \$13.00 / Hour
(xfer to #85000 Custodian)

Turi, Nicholas – Lifeguard \$14.00 / 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 February 22, 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, pursuant to the recommendation of Michael Pero Superintendent Recreation that the below person is hereby appointed to the regular full-time position of Maintenance worker at the Rec Center Department (#85000), effective February 23, 2022, as follows:

Belenski, Sean #4263

\$39,000.00 /annual

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 22, 2022.

Town Clerk Mayor

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