

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - 11/26/2024

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

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for a Tricky Tray to be held on May 4, 2025, sponsored by the Secaucus Middle School PTO

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 11/26/24

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

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

- 1) A resolution to award contract for emergency call works to Motorola Solutions, Inc.
- 2) Resolution to approve Street Opening Permit
- 3) Resolution authorizing suspension of parking meters from December 1, 2024 to January 2, 2025 in the Town of Secaucus
- 4) Resolution authorizing the suspension of street sweeping enforcement from December 16, 2024, through March 7, 2025, in the Town of Secaucus
- 5) A resolution on behalf of the Town of Secaucus authorizing a Fair and Open Solicitation Process of Professional Services Contracts
- 6) Resolution approving tax overpayment refunds for four (4) Secaucus properties
- 7) A resolution to award a contract for the 2024 Mill/Overlay Program to Randazzo Paving, Inc. in an amount not to exceed \$168,965.00
- 8) A resolution of the Town of Secaucus authorizing the sale of surplus property no longer needed for public use on an online auction website www.govdeals.com

Resolution No. _____

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

**A RESOLUTION TO AWARD CONTRACT FOR EMERGENCY CALL WORKS
TO MOTOROLA SOLUTIONS, INC.**

WHEREAS, the Town of Secaucus' Police Department has the continued need for a Maintenance Contract for Emergency Call Works to support the Town; and

WHEREAS, the Town of Secaucus' Police Department has obtained Quote 2738115 from Motorola Solutions, Inc. of Woodcliff Lake, NJ, that was provided to the Qualified Purchasing Agent, in the amount of Thirty-Four Thousand Eight Hundred Sixty-Six Dollars and 18/100 (\$34,866.18); and

WHEREAS, the Maintenance Services offered will be procured through New Jersey State Contract #83909 - Radio Communication Equipment And Accessories; and

WHEREAS, the Town of Secaucus is authorized to utilize this State Contract under Resolution 2024-11; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 4-01-25-2131-2069.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award a Contract for Emergency Call Works to Motorola Solutions, Inc. at an amount not to exceed Thirty-Four Thousand Eight Hundred Sixty-Six Dollars and 18/100 (\$34,866.18); and

BE IT FURTHER RESOLVED, that the Contract term shall be for a one (1) year term, to begin on December 1, 2024; and

BE IT FURTHER RESOLVED, that Motorola Solutions, 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: November 26, 2024

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 November 26, 2024.

Town Clerk

Mayor

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



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2738115
 Contract Number: USC000047145
 Contract Modifier: R02-AUG-24 20:58:36

Date:08/02/2024

Company Name: SECAUCUS, TOWN OF
Attn:
Billing Address: 1203 PATERSON PLANK RD
City, State, Zip: SECAUCUS , NJ, 07094
Customer Contact: Lt Mike Simone Josephine Rubio
Phone: (201) 424-4602

Required P.O. :
 PO # :
 Customer # :1000315277
 Bill to Tag # :
 Contract Start Date :01-Dec-2024
 Contract End Date :30-Nov-2025
 Payment Cycle :QUARTERLY

Qty	Service Name	Service Description	Extended Amt
	LSV00S00744A	ECW ONSITE SUPPORT	\$10,920.84
	LSV00S00117A	911 DISPATCH SERVICE	\$346.08
	SSV00S00743A	ECW SOFTWARE SUPPORT	\$23,599.26
		Subtotal - Recurring Services	\$2,905.52
		Subtotal - One-Time Event Services	\$0.00
		Total	\$34,866.18
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:
 " NJ State Contract 83909 Proposal"

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

Dennis Miller

Chief Of Police - Secaucus

November 6, 2024

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

Chief Dennis Miller

CUSTOMER (PRINT NAME)



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2738115
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MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : SECAUCUS, TOWN OF
Contract Number : USC000047145
Contract Modifier : R02-AUG-24 20:58:36
Contract Start Date : 01-Dec-2024
Contract End Date : 30-Nov-2025



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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.



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Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.



MOTOROLA SOLUTIONS

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17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



MOTOROLA SOLUTIONS

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SERVICE AGREEMENT

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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Resolution No. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY
TOWN OF SECAUCUS
RESOLUTION TO APPROVE STREET OPENING PERMIT

WHEREAS, pursuant to Secaucus Town Ordinance 117-2b, permission is required to be obtained prior to the issuance of any street opening permit; and

WHEREAS, a street opening permit has been requested for work necessary to perform installation of Gas service along Meadow Lane and

WHEREAS, the Town Engineer has made recommendations, attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, that the above referenced street opening permit is hereby approved subject to conditions attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Engineer and/or Town Administrator are hereby authorized to execute any documents or take any action related to this endeavor.

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

Adopted: November 26, 2024

Town Clerk

Mayor

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

Exhibit A

Street Opening Permit No. 24-063

1. The Applicant shall receive an approved Street Opening Permit for the application submitted. Upon approval from Mayor and Council, the applicant will be required to submit the necessary Application Fee, Permit Fee, and Moratorium Fee.
2. Sidewalk Slabs shall be removed at an expansion joint or cut at a control joint. Sidewalks shall be poured 4" thick over 4" of Dense Graded Aggregate with appropriate expansion and control joints as specified in the NJDOT Standard Specifications.
3. All 9' x 18" curb forms shall be fully formed on both sides. Face forming curbs is not an acceptable method. 9" x 18" vertical curbing shall be installed at the driveway apron with a 1-1/2" reveal. Form work must be approved by the Secaucus Engineering Department prior to any concrete pours.
4. Any asphalt work in the street must be fully backfilled with NJDOT Dense Graded Aggregate and the temporary pavement and permanent pavement shall follow the requirements of Section 117 of the Code of the Town of Secaucus. The Applicant shall use infrared technology at the seams on all recently paved areas.
5. The applicant shall be required to perform a two (2) inch mill and two (2) inch overlay between the curblines and centerline of the roadway the length of the opening.

Resolution No. _____

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

**RESOLUTION AUTHORIZING SUSPENSION OF PARKING
METERS FROM DECEMBER 1, 2024 TO JANUARY 2, 2025
IN THE TOWN OF SECAUCUS**

WHEREAS, the Mayor and Council have determined that parking meters in the Town of Secaucus should be suspended from December 1, 2024 to January 2, 2025 to allow greater convenience for holiday shoppers.

NOW, THEREFORE, BE IT RESOLVED, that parking meters in the Town of Secaucus shall be suspended from December 1, 2024 to January 2, 2025.

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

Adopted: November 26, 2024

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 November 26, 2024.

Town Clerk

Mayor

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

Resolution No. _____

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

**RESOLUTION AUTHORIZING THE SUSPENSION OF STREET SWEEPING
ENFORCEMENT FROM DECEMBER 16, 2024, THROUGH MARCH 7, 2025,
IN THE TOWN OF SECAUCUS**

WHEREAS, the Mayor and Town Council have determined that the enforcement of street sweeping in the Town of Secaucus should be suspended from December 16, 2024, through March 7, 2025, for the parking convenience of the residents and public during the winter weather months.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the enforcement of street sweeping in the Town of Secaucus shall be suspended from December 16, 2024, through March 7, 2025; and

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

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

Adopted: November 26, 2024

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 November 26, 2024.

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. 2024-_____

**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**

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 has prepared a Fair and Open Solicitation Process for Professional and other services for the period of February 15, 2025 to February 14, 2026.

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

1. Professional Services – **Special Counsel.**
2. Professional Services – **Special Counsel, Litigation.**
3. Professional Services – **Town Auditor.**
4. Professional Services – **Tax Appeal Attorney.**
5. Professional Services – **Labor Attorney.**
6. Professional Services – **Consulting Engineer.**
7. Professional Services – **Town Surveyor.**
8. Professional Services – **Bond Counsel.**
9. Professional Services – **Special Bond Counsel.**
10. Professional Services – **Real Property Appraiser.**
11. Professional Services – **Alcoholic Beverage Control Board Counsel.**
12. Professional Services – **Public Relations Specialist/Grant Writer.**
13. Professional Services – **Municipal Prosecutor.**
14. Professional Services – **Planning Board Attorney.**
15. Professional Services – **Zoning Board of Adjustment Attorney.**
16. Professional Services – **Municipal Public Defender.**
17. Professional Services – **Town Architect.**
18. Professional Services – **Planner.**

- 19. Professional Services – **Town Veterinarian.**
- 20. Professional Services – **Environmental Consultant.**
- 21. Professional Services – **Information Technology Consultant.**
- 22. Professional Service – **Secaucus Board of Health Attorney.**

Adopted: November 26, 2024

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 November 26, 2024.

Town Clerk

Mayor

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

RESOLUTION NO: _____

TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

RESOLUTION 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 4th Quarter 2024 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	C0246	246 Sunset Key	\$ 17.78
42	9.01	C0001	179 Washington Avenue	\$ 3,538.49
92	14		1 Raydol Avenue	\$ 103.32
192	18		1587 Paterson Plank Rd.	\$ 1,902.01

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

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

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

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION TO AWARD A CONTRACT FOR THE 2024 MILL/OVERLAY PROGRAM
TO RANDAZZO PAVING, INC.**

WHEREAS, the Town of Secaucus has determined the need for a contract for the 2024 Mill/Overlay Program: and

WHEREAS, a Fair and Open Solicitation Process for the 2024 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 September 26, 2024; and

WHEREAS, on October 10, 2024, five (5) submissions were received for 2024 Mill/Overlay Program. The three (3) lowest bidders are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) Randazzo Paving, Inc. 2611 South Clinton Avenue, South Plainfield, NJ 07080	\$168,965.00
2) AJM Contractors, Inc. 300 Kuller Road, Clifton, NJ 07011	\$217,590.00
3) D.L.S. Contracting, Inc. 36 Montesano Road, Fairfield, NJ 07004	\$243,702.00

WHEREAS, it has been determined that Randazzo Paving, Inc. of South Plainfield, NJ 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 C-04-55-2019-2010 \$1,361.25; C-04-55-2020-2120 \$49,629.30; C-04-55-2020-2220 \$10,662.57; C-04-55-2022-3090 \$107,311.88.

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 2024 Mill/Overlay Program to Randazzo Paving, Inc. in an amount not to exceed One Hundred Sixty-Eight Thousand Nine Hundred Sixty-Five Dollars and 00/100 (\$168,956.00) in accordance with the specifications utilized in connection with the bidding process; and

BE IT FURTHER RESOLVED, that Randazzo Paving, 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: November 26, 2024

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 November 26, 2024.

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**

**A RESOLUTION OF THE TOWN OF SECAUCUS AUTHORIZING THE
SALE OF SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE
ON AN ONLINE AUCTION WEBSITE WWW.GOVDEALS.COM**

WHEREAS, the Town of Secaucus has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus property no longer needed for public use pursuant to N.J.S.A. 40A:11-36 through the use of an online auction service; and

WHEREAS, the Town of Secaucus intends to utilize the online auction services of GovDeals, Inc., with a website of www.GovDeals.com pursuant to **Resolution 2019-114**.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, that the Town of Secaucus is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled www.GovDeals.com; and

BE IT FURTHER RESOLVED, the Town of Secaucus shall utilize the online auction services of GovDeals, Inc., with a website of www.GovDeals.com pursuant to the fee schedule, terms and conditions through *Sourcewell* cooperative; and

BE IT FURTHER RESOLVED, that the auction for the item listed on Schedule A will start online on or about December 16, 2024 and end on or about December 23, 2024, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

- a) The surplus property is no longer needed for public use.
- b) The sale will be online at www.GovDeals.com.
- c) The sale is being conducted pursuant to the Division of Local Government Services' Local Finance Notice 2008-9.
- d) The surplus property as identified in Schedule A shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicle can be made by contacting Jason Leppin at (201) 330-2080.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website www.GovDeals.com and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted.

h) Buyer is responsible for all aspects of removal of any purchased items, including loading and transport, from Town property. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus; and

BE IT FURTHER RESOLVED, that the Town Administrator or his designee shall be authorized to execute any document related to this online auction; and

BE IT FURTHER RESOLVED, that the Town Clerk shall advertise the auction pursuant to N.J.S.A. 40A:11-36.

Adopted: November 26, 2024

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 November 26, 2024.

Town Clerk

Mayor

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

TOWN OF SECAUCUS

SCHEDULE A: SURPLUS PROPERTY

<u>Description</u>	<u>Quantity</u>	<u>Details</u>	<u>Min. Price</u>
2013 FORD Focus - VIN # 1FADP3E29DL272338	1	The car needs a new battery, front end work, the transmission is slipping and has 125,934 miles on it.	\$ 500.00