

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - JULY 24, 2018
CAUCUS/EXECUTIVE SESSION 4:30 PM
MEETING TO COMMENCE 7:00 PM

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

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2018-24: An ordinance amending Section 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of handicapped parking spots on Fischer Avenue and Fourth Street

Ordinance No. 2018-25: An Ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" updating restricted parking provisions

Ordinance No. 2018-26: An Ordinance amending Chapter 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" updating prohibited parking locations on Front Street

ORDINANCES FOR INTRODUCTION

Ordinance No. 2018-27: An ordinance amending Chapter 73 of the Code of the Town of Secaucus entitled "Fire Prevention and Fire Protection" to update the provisions for smoke detector and carbon monoxide alarm compliance inspections

Ordinance No. 2018-28: An ordinance amending Chapter 73 of the Code of the Town of Secaucus entitled "Fire Prevention and Fire Protection" to add provisions for the requirement of knockboxes for commercial buildings and multi-family buildings

Ordinance No. 2018-29: An Ordinance amending 127 of the Code of the Town of Secaucus entitled "Vehicles and Traffic" to designate a fire zone on Moller Street

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by Nainsi Sheth to use the Basketball Courts and Multi Purpose Room in the Secaucus Recreation Center on September 30 from Noon to 6pm for a Kids Fair

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 7/24/18

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 authorizing the submission of an application to the New Jersey Department of Transportation's Safe Routes to School Program 2018
- 2) A resolution authorizing the submission of an application to the New Jersey Department of Transportation's Transportation Alternatives Set-Aside Program 2018
- 3) A resolution of the Town of Secaucus approving the re-appointment of Karen Boylan as Municipal Court Judge, with a current salary of \$95,613.61
- 4) A resolution on behalf of the Town of Secaucus authorizing execution of a Lease Agreement for the property at 323 Centre Avenue, Secaucus
- 5) A resolution on behalf of the Town of Secaucus for approval of Change Order #2 to a contract with Your Way Construction for the First Avenue Parking Lot
- 6) A resolution on behalf of the Town of Secaucus to extend the contract to Ramas Climate and Refrigeration, LLC for HVAC Maintenance and Repair Services
- 7) A resolution to award the contract for 2018 Road Program for the Reconstruction of Flanagan Way to DLS Contracting, Inc., in an amount not to exceed \$466,575.00
- 8) A resolution to award the contract for 2018 Road Program for the Reconstruction of Schmidts Place and Edna Place to 4 Clean-Up, Inc., in an amount not to exceed \$238,711.20
- 9) A resolution to award the contract for 2018 Road Program for the Reconstruction of Fourth Street to 4 Clean-Up, Inc., in an amount not to exceed \$393,286.40
- 10) Resolution appointing Janice Tabasco to the vacated Regular Part-Time Worker Position in Social Services, effective July 20, 2018, at the hourly rate of \$3.00 (Balance supplemented by Hudson County)
- 11) Resolution to authorize and approve a drug and alcohol policy for safety sensitive employees in transit
- 12) Resolution appointing Anthony Costantino as a Seasonal Part-Time Laborer Position in the Department of Public Works, effective July 23, 2018, at the hourly rate of \$10.00
- 13) Resolution appointing Counselors at the hourly rate of \$8.60, a Counselor/Coordinator (1 on 1) at the hourly rate of \$15.00 and Game On Counselors at the hourly rate of \$8.60 for the Summer Day Camp Programs, effective July 24, 2018
- 14) A resolution of the Town of Secaucus accepting the withdrawal of the bid of Grade Construction for the Born Street LAIF Outfall Pipe Project
- 15) A resolution to award the contract for the Born Street LAIF Outfall Pipe Project to T.R. Weniger, Inc. in an amount not to exceed \$620,333.60
- 16) Resolution appointing Carl Leppin III as the Construction Code Official of the Town of Secaucus, full time, at the annual salary of \$125,000.00, retroactive to February 27, 2018
- 17) A resolution on behalf of the Town of Secaucus extending the Vending Machine Supply, Maintenance and Repair Service Contract to J.A.A. Enterprises, Inc.
- 18) A resolution on behalf of the Town of Secaucus authorizing the sale of confiscated or abandoned vehicles by the Secaucus Police Department

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2018-24

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Fischer Avenue	West	On the west side of Fischer Avenue, beginning at a point 62 feet south of the southwest corner of Hops Lane and Fischer Avenue, continuing south for a distance of 22 feet in front of 3 Fischer Avenue
Fourth Street	West	On the west side of Fourth Street, beginning at a point 152 feet south of the southwest corner of Centre Avenue and Fourth Street continuing south for a distance of 22 feet in front of 733 Fourth Street

That the parking space designated for 3 Fischer Avenue adopted by Ordinance is to be personalized for Placard P1838889.

That the parking space designated for 733 Fourth Street adopted by Ordinance is to be personalized for Placard P1517553.

If the license plate for the persons utilizing the parking spaces at the above listed address changes, then the parking space designation shall be changed to the new plate with proof from the resident that it is for the same person that the person is still entitled to handicapped parking.

SECTION 2

SEVERABILITY

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

SECTION 3

REPEALER

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

SECTION 4

EFFECTIVE DATE

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

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 June 26, 2018, and finally adopted by the Mayor and Council on July 24, 2018.

Town Clerk

Mayor

Introduction 6-26-18

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

Adoption 7-24-18

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

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

ORDINANCE NO. 2018-25

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" UPDATING RESTRICTED
PARKING PROVISIONS**

WHEREAS, Chapter 127 of the Code of the Town of Secaucus addresses various topics concerning vehicles and traffic in the Town in the interest of safety, including the designation of handicap spaces for the benefit and protection of handicapped persons; and

WHEREAS, the Mayor and Council have determined that changes and updates to sections of this Chapter are warranted to reflect the current laws and regulations in the State of New Jersey; and

WHEREAS, changes to some of the private parking areas designated are recommended for accuracy and completeness.

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," of the Code of the Town of Secaucus be, and is hereby amended as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§127-58. Restricted parking for persons with disabilities.

A. In accordance with N.J.S.A. 39:4-138(o), no person shall park a vehicle in any space on public or private property appropriately marked for vehicles for persons with disabilities, except such persons who have who have a current special vehicle identification card issued by the New Jersey Motor Vehicle Commission.

Parking in the below described locations or in other spaces designated as restricted parking for persons with disabilities in accordance with applicable statutory provisions and regulations without a current special vehicle identification card issued by the New Jersey Motor Vehicle Commission is prohibited within the Town of Secaucus.

B. No person, including persons who have been issued a special vehicle identification card by the New Jersey Motor Vehicle Commission, shall park a

vehicle in the striped access aisle on public or private property adjacent to an appropriately marked parking spot designated for vehicles for persons with disabilities.

§127-58C. Penalties. [Added 9-11-90 by Ord. No. 90-23]

Any person violating any provision of Article XIV, Restricted Parking Zones, shall be subject to ~~a fine~~ **the penalties** as set forth in N.J.S.A. 39:4-197(3)c. ~~which has been established as one hundred dollars (\$100.) for the first offense, and for any subsequent offense the penalty shall be a fine of at least one hundred dollars (\$100.) and up to ninety (90) days community service on such terms and in such form as the Court shall deem appropriate, or any combination thereof, as set forth therein.~~

2. There are no other changes to this Article of 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.
6. Appropriate signage denoting the above shall be posted in accordance with all applicable regulations.

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 6-26-18, 2018 and finally adopted by the Mayor and Council on 7-24, 2018.

Town Clerk

Mayor

Introduction 6-26-18

Motion	Yes	No	Abstain	Absent
<i>MD</i>				
Second:				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

Adoption 7-24-18

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

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

ORDINANCE NO. 2018-26

**AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED “VEHICLES AND TRAFFIC” UPDATING PROHIBITED
PARKING LOCATIONS ON FRONT STREET**

WHEREAS, the Mayor and Council recognize that the safety of all motorists, passengers, pedestrians, residents and visitors; 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 updates to the Ordinance are warranted 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
Front Street	Southeast	Beginning at the southeastern corner of the intersection of Front Street and First Street, extending east on Front Street for a distance of 60 feet

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

4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.
5. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

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

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an Ordinance introduced and passed on first reading on 6-26, 2018 and finally adopted by the Mayor and Council on 7-24, 2018.

Town Clerk

Mayor

Introduction 6-26-18

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

Adoption 7-24-18

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

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

ORDINANCE NO. 2018-27

**AN ORDINANCE AMENDING CHAPTER 73 OF THE CODE
OF THE TOWN OF SECAUCUS ENTITLED "FIRE PREVENTION AND FIRE
PROTECTION " TO UPDATE THE PROVISIONS FOR SMOKE DETECTOR AND
CARBON MONOXIDE ALARM COMPLIANCE INSPECTIONS**

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 Bureau of Fire Prevention conducts inspections of premises pursuant to state regulations and local ordinances to ensure that homes, buildings and structures meet safety, functionality and placement requirements for smoke detectors and carbon monoxide alarms; and

WHEREAS, the Town of Secaucus Bureau of Fire Prevention has recommended updates to Chapter 73 to reflect recent inspection and fee changes to the Uniform Fire Code.

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 73 of Code of the Town of Secaucus, "§ 73-9. Permit fees." be, and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

The permit fees established by the Uniform Fire Code shall be as follows:

Type 1 - \$42.00	\$54.00
Type 2 - \$166.00	\$214.00
Type 3 - \$331.00	\$427.00
Type 4 - \$497.00	\$641.00

1. Chapter 73 of Code of the Town of Secaucus, §73-23 be and is hereby amended and supplemented to read as follows: (deletions are indicated by ~~crossouts~~; additions are indicated in **bold**):

§ 73-23. ~~Certificate of Smoke Detector Alarm~~, **Carbon Monoxide Alarm and Portable Fire Extinguisher** Compliance Inspections for all Residences.

- A. No person, regardless of whether such person is a new tenant or a new owner, shall occupy a one (1) or two (2) family house, condominium, apartment or any part thereof, after change of tenancy or ownership, regardless of the length of the rental tenancy or ownership, unless all such units and apartments thereof are equipped with ~~smoke detectors~~**alarms**, ~~and~~ carbon monoxide alarms ~~and~~ **portable fire extinguishers** in accordance with N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code, and have issued with respect to such one (1) or two (2) family

house, condominium or apartment, a certificate issued by the Secaucus Fire Inspector attesting that such is in compliance with N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code. Whenever there shall be change in tenancy or ownership, regardless of the length of said tenancy or ownership, of a one (1) or two (2) family home, condominium, apartment or any part thereof, in the Town of Secaucus, prior to the effectiveness of such new tenancy or ownership, the municipality, through the Office of the Secaucus Fire Inspector, shall perform a physical inspection of the premises to determine that there is ~~smoke detector~~ compliance in accordance with N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code.

- B. (1) Any certificates issued for smoke detector, ~~and~~ carbon monoxide alarm ~~and~~ **portable fire extinguishers** compliance inspections are not transferable.
- (2) If the change in occupancy specified in the application does not occur within six (6) months, a new application will be required.
- (3) Tenancy or rental shall refer to the occupancy or use of any one (1) or two (2) family house, condominium, apartment or any unit that is part thereof. For the purposes of this chapter, "unit" shall refer to a single unit providing complete, independent living facilities for one (1) or more persons, living together as a single family or domestic unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. A dwelling unit does not include rooming houses, boarding houses or commercial residences. For the purposes of this chapter, "family" shall refer to either an individual or two (2) or more persons related by blood, marriage or adoption living together as a single housekeeping unit in a dwelling unit; or a group of persons, who need not be related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit; plus, in either case, usual domestic servants. A "family" may include any number of gratuitous guests or minor children not related by blood, marriage or adoption. A "family" does not include persons living together in rooming houses, boarding houses, or commercial residences.
- C. The fee for the aforesaid inspection to insure compliance herewith shall be ~~forty~~ **fifty** dollars (\$40-~~\$50~~) per inspection for one (1) family homes, **apartments** and condominiums, ~~forty dollars (\$40.)~~ ~~per inspection for apartments,~~ ~~sixty~~ **seventy-five** dollars (\$60-~~\$75.~~ ~~\$75.)~~ per inspection for two- (2) family homes and ~~seventy-five~~ **one-hundred** dollars (\$75-~~\$100.~~ ~~\$100.)~~ per inspection for three-(3) family homes and up. In the event that the Secaucus Fire Inspector is required to make a reinspection because the premises are not in conformity with N.J.A.C. 5:70-2.3, N.J.A.C. 5:70-4.19 and the New Jersey Uniform Fire Code, an additional fee of ~~thirty~~ **forty** dollars (~~\$30~~ ~~\$40.~~) for each additional inspection shall be imposed. Furthermore, any request received fewer than ~~two~~ ~~(2)-business~~ **four (4)** days prior to the change of occupant shall be ~~one~~ ~~two~~ **two** hundred dollars (~~\$100.~~ ~~\$200.)~~ per inspection.
- D. The aforesaid certificate shall only be issued upon the requisite fees hereunder being paid.
- E. ~~Certificate of smoke detector and carbon monoxide alarm compliance inspections~~ **Certificate of Smoke Alarm, Carbon Monoxide Alarm and Portable Fire Extinguisher Compliance Inspections** shall be required prior to the sale or rental, regardless of the length of the rental, of any multi-family dwelling or dwellings within the Town of Secaucus. All inspection requirements pertinent to multi-family dwellings pursuant to any applicable Uniform Fire Safety Act and Uniform Fire Safety Code shall be strictly adhered to.

2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
3. 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.
4. 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.

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

ORDINANCE NO. 2018-28

**AN ORDINANCE AMENDING CHAPTER 73 OF THE CODE
OF THE TOWN OF SECAUCUS ENTITLED “FIRE PREVENTION AND FIRE
PROTECTION” TO ADD PROVISIONS FOR THE REQUIREMENT OF
KNOXBOXES FOR COMMERCIAL BUILDINGS AND MULTI-FAMILY BUILDINGS**

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

WHEREAS, the Town of Secaucus Bureau of Fire Prevention has recommended the installation of an updated secure rapid entry system to be used by emergency personnel in the event of a fire or other emergency in commercial and certain multi-family buildings to gain entry by using owner provided keys to increase efficiency of access and assist in preventing forced entries, thus minimizing possible property damage and responder injury.

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

Article VI Security Box “KnoxBox” System

§73-40 Purpose of KnoxBox System.

To require installation of an updated secure rapid entry system to be used by emergency personnel in the event of a fire or other emergency in commercial and certain multi-family buildings to gain entry by using owner provided keys in a specified location approved by the Town Fire Official to increase efficiency of access and assist in preventing forced entries, thus minimizing possible property damage and responder injury. The KnoxBox shall be of a UL (Underwriters Laboratories) type and size approved by the Secaucus Fire Official for the stated purpose.

§73-41 Commercial buildings.

A) All new commercial buildings shall have a KnoxBox of a UL (Underwriters Laboratories) type and size approved by the Secaucus Fire Official installed in a location specified by the Secaucus Fire Official prior to the issuance of the Certificate of Occupancy.

B) All existing commercial buildings with an automatic fire-detection and/or fire-suppression system shall have a KnoxBox of a UL (Underwriters Laboratories) type and size approved by the Secaucus Fire Official installed in a location specified by the Secaucus Fire Official within nine (9) months of the effective date of this Article.

§ 73-42 Multi-family residential structures.

All multi-family residential structures, as defined by the Uniform Fire Code as structures with three (3) or more units, that have restricted access through locked doors and have a common corridor for access to the living units shall have installed a KnoxBox of a UL (Underwriters Laboratories) type and size approved by the Secaucus Fire Official installed in a location specified by the Secaucus Fire Official within nine (9) months of the effective date of this Article.

§73-43 Contents.

All KnoxBoxes shall contain clearly labeled keys to provide access into the property, building(s) and to any locked areas within said building(s) as the Secaucus Fire Official may direct. This may include, but is not limited to, keys or an access method to the following:

- a. Any door adjacent or leading to the KnoxBox.**
- b. Fire Alarm Control Room and Fire Sprinkler Control Room.**
- c. Fire panel.**
- d. Elevator machine room and/or other mechanical rooms.**
- e. Locked spaces within the building, with the permission of any tenant or lessee.**

§73-44 KnoxBox Maintenance.

The property or building owner shall immediately notify the Secaucus Fire Official when any lock(s) is changed or rekeyed. New key(s) or access mechanism(s) shall be secured in the KnoxBox by the Secaucus Fire Official.

§73-45 Fees.

- a) The property or building owner shall be responsible for all costs associated with the acquisition, installation and maintenance of the KnoxBox at their location.**
- b) All KnoxBox systems shall be registered with the Secaucus Bureau of Fire Prevention on a form designated by the Fire Official. There shall be a One hundred-dollar (\$100.) registration fee to the Town of Secaucus.**

§ 73-46 Enforcement.

The Secaucus Fire Official or their designee shall enforce the terms and provisions of this Article.

§ 73-47 Violations; penalties.

Any property or building owner failing to comply with or in violation of the terms of this Article after notice from the Secaucus Fire Official shall be subject to a fine of Five hundred dollars (\$500.)

§ 73-48 Repealer.

All ordinances or parts of ordinances inconsistent herewith are repealed as to such inconsistencies.

§ 73-49 Severability.

If any section, subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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 _____, 2018 and finally adopted by the Mayor and Council on _____, 2018.

Town Clerk

Mayor

**AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY
ORDINANCE NO. 2018-29**

**AN ORDINANCE AMENDING 127 OF THE CODE OF THE TOWN OF
SECAUCUS ENTITLED "VEHICLES AND TRAFFIC" TO DESIGNATE A FIRE ZONE
ON MOLLER STREET**

WHEREAS, the Mayor and Council recognize that the safety of all residents is of utmost concern, particularly in fire or other emergency situations; and

WHEREAS, the Town wants to ensure that vehicles are not parked, blocking, or standing at any time in locations critical to the entrance, passage and parking of emergency apparatus; and

WHEREAS, upon the recommendation of the Secaucus Police Traffic Division and Fire Chief that the Town amend the fire zone to be inclusive of the west side of the full roadway due to the width of the roadway and the need for access by emergency apparatus on Moller Street in the Town of Secaucus; and

NOW THEREFORE IT BE 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", Article XVI entitled "Fire Zones," § 127-61 of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**)

§ 127-61. Descriptions.

 . **Moller Street. From the northwest corner of Lincoln Avenue travelling north to the dead end on the west side.**

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

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

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION'S
SAFE ROUTES TO SCHOOL PROGRAM 2018**

WHEREAS, the Town of Secaucus desires to further the safety of children on their way to and from local schools by obtaining a grant from the New Jersey Department of Transportation (NJDOT) through the 2018 Safe Routes to School (SRTS) Program; and,

WHEREAS, SRTS is a program of the United States Department of Transportation, Federal Highway Administration (FHWA), which provides funds to governmental entities so they may substantially improve the ability of primary and middle school students to walk and bicycle to school safely; and,

WHEREAS, the Town of Secaucus, in coordination with the Secaucus Board of Education, has worked diligently to implement projects that improve the accessibility, safety, use, and maintenance of the areas surrounding schools within the community; and,

WHEREAS, the Town of Secaucus has designated plans specifically designed to address and eliminate current safety issues related to access and traffic flow surrounding several schools within the community; and,

WHEREAS, the Town of Secaucus proposes within its aforementioned plans, the sidewalk installation along Meadow Lane at/around Secaucus Middle School (to be known as the Project Area); and,

WHEREAS, this primary activity involves roadways that are owned and maintained by the Town of Secaucus, and the Town of Secaucus hereby commits to maintain the Project Area once developed; and,

WHEREAS, responsibilities for administering the proposed project in accord with federal and state guidelines (to be known as the Responsible Charge) will be Justin Meyer, full-time Town Engineer; and,

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Secaucus, State of New Jersey formally authorizes submission of the electronic grant application identified as **SRS-I-2018-Seaucus Town-00042** to the New Jersey Department of Transportation for funding under the Safe Routes to Schools Program on behalf of the Town of Secaucus.

Resolution No. _____

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION
ALTERNATIVES SET-ASIDE PROGRAM 2018**

WHEREAS, the Town of Secaucus, State of New Jersey, desires to apply to the New Jersey Department of Transportation for funding under the 2018 Transportation Alternatives Set-Aside Program; and,

WHEREAS, the Town of Secaucus has designed the Meadowlands Parkway Bicycle Infrastructure Project to meet all criteria necessary to receive funding under Transportation Alternatives Set-Aside Program, and to maximize accessibility of multiple modes of surface transportation within Secaucus to be known as the Project Area; and,

WHEREAS, the primary activity within the Project Area will be to complete new bicycle infrastructure improvements on Meadowlands Parkway that connect with existing bicycle and pedestrian amenities; and,

WHEREAS, this primary activity involves land that is owned by the Town of Secaucus, and the Town of Secaucus hereby commits to maintain the Project Area after the improvements are completed; and,

WHEREAS, responsibilities for administering the proposed project in accord with federal and state guidelines (to be known as the Responsible Charge) will be Justin Meyer, full-time Town Engineer; and,

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Secaucus, State of New Jersey, formally authorizes submission of the electronic grant application identified as **TA-2018-Secaucus Town-00050** to the New Jersey Department of Transportation for funding under the Transportation Alternatives Set-Aside Program on behalf of the Town of Secaucus.

Resolution No. _____

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

**A RESOLUTION OF THE TOWN OF SECAUCUS APPROVING
THE RE-APPOINTMENT OF THE MUNICIPAL COURT JUDGE**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, in the State of New Jersey, that Karen R. Boylan is hereby re-appointed to a three (3) year term as the Municipal Court Judge for the Town of Secaucus, with a current salary of \$95, 613.61.

Adopted: July 24, 2018

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 July 24, 2018.

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 ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING EXECUTION OF A LEASE AGREEMENT
FOR THE PROPERTY AT 323 CENTRE AVENUE, SECAUCUS**

WHEREAS, the Mayor and Council finds that the safe storage of Town equipment, materials and other apparatus is important to the operation of various Town Departments and storage space is needed; and

WHEREAS, the Mayor and Council deem it is necessary for the Town to continue use of the premises located at 323 Centre Avenue, Town of Secaucus, County of Hudson, State of New Jersey 07094 and enter into a lease arrangement for the use of this space within the boundaries of the Town that is easily accessible for Department personnel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval has been given for the Mayor, Town Administrator and/or his designee to execute a Lease Agreement for the premises located at 323 Centre Avenue, Town of Secaucus, County of Hudson, New Jersey 07094 for the period of August 15, 2018 to August 14, 2019; and

BE IT FURTHER RESOLVED that the Lease Agreement will name the Town of Secaucus as "Tenant" and the Sylvia Borer Family, LLC as "Landlord" for a one (1) year period beginning on August 15, 2018, at a monthly rent of Seven Hundred Dollars (\$700.00); and

BE IT FURTHER RESOLVED that the Mayor and/or Town Administrator or his designee is hereby authorized to take any action or execute any Agreements necessary to effectuate said purpose and intent.

Adopted: July 24, 2018

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJS 40A:4-1, in Account Number:

41 - 2010 - 00 - 11092 057
Amount \$ 9,400 Date 7/24/18

N. Goldsack
Signed: Nicholas Goldsack

LEASE AGREEMENT

FOR THE PROPERTY AT 323 CENTRE AVENUE, SECAUCUS, NEW JERSEY

This Lease Agreement ("Lease") is made between the tenant, Town of Secaucus ("Tenant") and the landlord, Sylvia Borer Family, LLC ("Landlord") for the period beginning August 15, 2018 for the premises located at 323 Centre Avenue, Town of Secaucus, County of Hudson, New Jersey 07094 ("Premises" or "Property").

The parties agree:

1. **Term and Premises.** The term of this Lease shall be for one (1) year commencing August 15, 2018 and ending August 14, 2019. The Leased Premises consists of the garage and driveway areas of the premises located at 323 Centre Avenue, Town of Secaucus, County of Hudson, New Jersey 07094. The Tenant shall have twenty-four (24) hour use of the entire premises and full access to the garage building via the driveway and walkway without obstruction. With the exception of one (1) stored vehicle on the premises owned by the Landlord (as specified in Provision 5) and vehicles owned or permitted by the Town, no other vehicles shall be parked on any part of the premises including the driveway.
2. **Rent.** The rental amount for the Leased Premises is **SEVEN HUNDRED DOLLARS (\$700.00)** per month, payable on the 15th of every month.

Rent shall be paid to Sylvia Borer Family, LLC at 611 5th Street, Carlstadt, New Jersey, or as may be otherwise directed by the Landlord in writing.
3. **Renewal.** Any renewal offers will be at the discretion of the Landlord. Tenant shall have a right to terminate the lease at the end of the initial term if any renewal offers are not acceptable.
4. **Peaceful Possession.** The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.
5. **Purpose.** Tenant has the full right to store municipal and emergency management equipment and apparatus or any other type of item, equipment or vehicle storage permitted by law and not specifically restricted in writing by the Landlord.
Landlord retains the right to store one (1) motor vehicle on the premises in a specified location agreed upon by the parties. Tenant is not liable for any damage to said vehicle while on the premises. Landlord is placing the vehicle on the premises at her own risk understanding that the premises will be in active use by Tenant.
6. **Subletting and Assignment.** Tenant shall not have the right to assign or to sublet the Premises without Landlord permission.
7. **Maintenance of Premises.**

Obligations of Landlord.

- a) Landlord shall be responsible for the maintenance, upkeep and improvements to the exterior of the building and Premises, including but not limited to, the roof, walls, eface and drainage/gutters.
- b) Landlord is responsible for all pest control services and maintenance visits needed on the Premises.

Obligations of Tenant.

- a) The Tenant shall keep the Premises in the same condition as when rented. The Tenant shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit.
 - b) The Tenant shall take good care of the Leased Premises and all equipment, appliances and fixtures contained therein.
 - c) All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon, and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to the Tenant.
 - d) The Tenant further agrees to keep said Premises and all parts thereof in a clean and sanitary condition and free from trash, flammable, hazardous or dangerous materials and other objectionable matter.
 - e) The Tenant shall remove all snow, dirt, debris and other blockages or hazards on the walkways and driveway on Tenant's portion of Premises.
 - f) The Tenant shall not destroy, deface, damage or vandalize any part of the Premises.
8. **Utilities and Services.** The building does not contain running water. The air conditioning system, heating system and furnace are not operational. Neither Landlord nor Tenant are responsible to repair or make any of these systems operational. Any gas and electricity shall be paid by the Tenant. Landlord shall not be responsible for any interruption in utility services over which Landlord has no reasonable means of control, and such interruption shall not be grounds for non-payment or reduction in rent. Tenant is not responsible for any taxes, tax increases or building operating charges.
9. **Right to Inspect and Exhibit.** The Landlord, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night to examine the same or to run telephone or other wires or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements or for the safety or convenience of the occupants or users thereof or to exhibit the same to prospective purchasers and put upon the Premises a suitable "For Sale" sign. For three (3) months prior to the expiration of the term, the Landlord, or its agents, may similarly exhibit the Premises to prospective tenants, and may place the usual "To Let" signs thereon.
10. **Damage by Fire, Explosion, the Elements or Otherwise.** In the event of the destruction of the Premises or the building containing said Premises by fire, explosion, the elements or otherwise during the term hereby created or previous thereto or such partial destruction thereof as to render the Premises wholly untenable or unfit for occupancy or should the Premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction and the Tenant shall immediately surrender said Premises and all the Tenant's interest therein to the Landlord and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the Premises thus discharged from this Lease and may remove all parties therefrom. Should the Premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But, if the Premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the Premises.
11. **Observation of Laws, Ordinances, Rules and Regulation.** The Tenant and Landlord agree to observe and comply with all applicable laws, ordinances, rules and regulations of the federal, state, county and municipal authorities.
12. **Signs.** The Tenant is permitted to affix or place any signs, advertisement or notices upon any part of the Premises. It shall be the Tenant's responsibility to obtain and pay for any signage, permits and alike.

13. **Subordination to Mortgages and Deeds of Trust.** This Lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the Premises or the property of which said Premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this Lease to any such mortgage, deed of trust or encumbrance.
14. **Violation of Covenants, Forfeiture of Lease, Re-entry by Landlord.** In case of violation by the Tenant of any of the covenants, agreements and conditions of this Lease or of the rules and regulations and upon failure to discontinue such violation within twenty (20) days after notice thereof given to the Tenant, this Lease shall thenceforth, at the option of the Landlord, become null and void. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this Lease null and void and to re-enter upon the Premises after the said breach or violation.
15. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease or the occupation of the Premises, shall be in writing at the addresses specified in this Lease.
16. **Bankruptcy, Insolvency, Assignment for Benefit of Creditors.** It is further agreed that if at any time during the term of this Lease, the Tenant shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives.
17. **Holding Over by Tenant.** In the event that the Tenant shall remain in the Premises after the expiration of the term of this Lease without having executed a new written Lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. Such holding over will be construed as a tenancy from month to month, subject to all the terms and conditions of this Lease. The Tenant may, at its option, terminate the Lease during this time by providing thirty (30) days' notice to the Landlord.
18. **Lease Provisions Not Exclusive.** The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord and Tenant would otherwise have by law.
19. **Lease Binding on Heirs, Successors, etc.** All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
20. **Emergency Situations.** This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.
21. **Insurance.** Tenant, at Tenant's own cost and expense, shall obtain and provide and keep in full force for the benefit of the Landlord during the term hereof, general liability insurance, insuring the location by or resulting from any accident or otherwise in or about the Lease Premises, for injuries to any person or persons. Tenant, at Tenant's own cost and expense, shall obtain, provide and keep in full force, fire insurance and such other insurance as necessary for the protection of Tenant's equipment. The policy or policies of insurance

shall be of a company or companies authorized to do business in this state and shall be delivered to the Landlord together with evidence of the payment of the premiums upon written request for such.

22. **Casualties.** In the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, (a) Landlord, to the extent of the coverage of Landlord's policies of fire insurance with extended coverage endorsements, hereby waives its rights, if any, against Tenant with respect to such damage or destruction, even if said fire or other casualty shall have been caused, in whole or in part, by the negligence of Tenant, its agents, servants or employees and (b) Tenant, to the extent of the coverage of Tenant's policies of fire insurance with extended coverage, hereby waives its rights, if any, against Landlord with respect to such damage or destruction, even if said fire or other casualty shall have been caused, in whole or in part by the negligence of Landlord, its agents, servants or employees; provided, however, such waivers of subrogation shall only be effective with respect to loss or damage occurring during such time as Landlord's or Tenant's policies of fire insurance with extended coverage endorsements (as the case may be) shall contain a clause or endorsement providing substance that the aforesaid waiver of subrogation shall not prejudice the type and amount of coverage under such policies or the right of Landlord or Tenant (as the case may be) to recover thereunder. If, at any time, Landlord's or Tenant's insurance carrier refuses to write insurance which contains a consent to the foregoing waiver of subrogation, Landlord or Tenant as the case may be shall notify the other party thereof in writing and upon the giving of such notice, the provisions of this Section shall be null and void as to any casualty which occurs after such notice. If Landlord's or Tenant's insurance carrier shall make a charge for the incorporation of the foresaid waiver of subrogation in its policies, then the party requesting the waiver shall promptly pay such a charge to the other party, upon demand. In the event the party requesting the waiver fails to pay such a charge upon demand, the other party shall be released of its obligation to supply such a waiver. Tenant agrees to advise the Landlord promptly as to the language of the clauses included in its insurance policies pursuant to this Article. Tenant also agrees to notify the Landlord promptly of any cancellation or change of the terms of such policy which would affect such clauses.
23. **Notices.** All notices given under this Lease must be in writing. Unless otherwise provided by law, they may be given by personal delivery or certified mail, return receipt requested. Each party must accept the certified mail sent by the other. If any Notice is refused, it shall be considered given. Notices shall be addressed to Landlord and tenant at address written at the beginning of this Lease.
24. **End of Lease.** At the end of the Lease term, Tenant agrees to remove all of Tenant's property and vacate the Premises, leaving it in broom clean condition and good order. Any and all items left on the Premises will become the Landlord's property. Tenant shall be responsible for all fees incurred by Landlord at termination of this Lease for removing any property/articles left by Tenant.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

LANDLORD, SYLVIA BORER FAMILY, LLC

Date: July 9, 2018

By: Sylvia Borer
Family LLC, Landlord

TENANT, TOWN OF SECAUCUS

Date: _____

By: _____

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
FOR APPROVAL OF CHANGE ORDER #2 TO A CONTRACT WITH YOUR WAY
CONSTRUCTION FOR THE FIRST AVENUE PARKING LOT**

WHEREAS, the Town of Secaucus has a contract with Your Way Construction, for the First Avenue Parking Lot, File #18-009, under **Resolution 2018-163** in the amount of \$162,999.36, and Change Order #1 was authorized under **Resolution 2018-190** in the amount of \$20,522.05, increasing the total contract amount to \$183,521.41; and

WHEREAS, it has been determined that additional work is needed, including crew and equipment, trucking and disposal of debris below subgrade, which will increase the cost by \$5,480.00; and

WHEREAS, there is a need for a Change Order #2 to increase the contract with Your Way Construction, in the amount of \$5,480.00 for the work set forth, which will increase the overall contract amount to \$194,481.41; and

WHEREAS, the Chief Financial Officer certifies that there are sufficient funds under account 10-2150-55-70607-002 for said contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that the above statements are incorporated herein and Change Order #2 for Your Way Construction for the First Avenue Parking Lot, File #18-009 in the amount of \$5,480.00 is hereby approved.

Adopted: July 24, 2018

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law N.J.S.A. 40A:4-1, in Account Number:

10 - 2150 55 - 70607 002 Date 7/24/18
Amount \$ 5,480.00

Signed: Nicholas Goldsack



Town of Secaucus

Municipal Government Center
Engineering/District Zoning Department
1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094
Tel: 201-617-5913 | Fax: 201-617-5937
Town Web: www.secaucusnj.gov

June 22, 2018

Gary Jeffas - Town Administrator
Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094-3287

RE: First Avenue Parking Lot
Change Order No. 2 Recommendation
Our File# 18-009

Dear Mr. Jeffas:

Please be advised that after the subject contract was awarded and signed, the contractor recommended the following additions to better the stability of the parking lot and enhance the quality of the project:

- Removal and Disposal of unsuitable debris and soil below subgrade. Import and grading of Town approved Material for subgrade stabilization.

Please see the cost breakdown below:

Table with 3 columns: Item, Original Amount, Change Order Amount Plus Change Order 1. Rows include Crew and Equipment, Trucking, Trucking and Disposal of Debris, and Total Contract Amount.

In addition to the amount previously approved for Change Order No. 1, this change order represents a total contract increase of \$26,002.05, or approximately 15.95% above the original contract amount. Our office recommends the change order for approval. Should you have any questions regarding the additional work, please do not hesitate to contact our office.

Sincerely,

Jennifer Modi (handwritten signature)

Jennifer Modi, P.E.
Secaucus Town Engineer

CC: Mayor Michael Gonnelli; Michael Marra, Clerk; Nick Goldsack, CFO; Kevin O'Connor, Secaucus DPW; Sandy D'Arzen, Purchasing Agent; Maryam Eldesouki, Admin

Justin Meyer

From: Gil Costa <gcosta@ywconstruction.com>
Sent: Thursday, June 21, 2018 12:06 PM
To: Justin Meyer
Cc: Jennifer Modi; Pedro Costa; Gil Costa
Subject: First Ave Parking Lot, Secaucus

Good morning Justin,

As per your conversation with Pedro, please see costs below.

Grading work below proposed subgrade:

- 1 crew and equipment - \$4000.00 per day
- Trucking (truck and driver) - \$980.00 per day
- Trucking and disposal of debris below subgrade - \$500.00

Thank you,

Gil Costa
Estimator



404 Coit Street, Irvington, NJ
O: 973-849-6614
F: 973-900-9184

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS TO
EXTEND THE CONTRACT TO RAMAS CLIMATE AND REFRIGERATION, LLC
FOR HVAC MAINTENANCE AND REPAIR SERVICES**

WHEREAS, the Mayor and Council of the Town of Secaucus received responses to its Fair and Open Solicitation Process for HVAC Maintenance and Repair Services on May 16, 2017 pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Town of Secaucus has the continued need for the Contract for HVAC maintenance and repair services, including for emergency situations; and

WHEREAS, a one (1) year contract was awarded to Ramas Climate and Refrigeration, LLC of 208 East Cedar Street, Livingston, New Jersey 07039 pursuant to N.J.S.A. 40A:11-1 et seq. by **Resolution No. 2017-210**, dated June 27, 2017; and

WHEREAS, the Town of Secaucus wishes to extend the contract for an additional one (1) year term pursuant to the bid documents; Said extension is the first of two (2), one (1) year renewals of this contract.

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 the contract for HVAC Maintenance and Repair Services as needed with Ramas Climate and Refrigeration, LLC of 208 East Cedar Street, Livingston, New Jersey is extended for a one (1) year period at the rate specified for year two (2) in the pricing sheet submitted with the bid; and

BE IT FURTHER RESOLVED, that the specifications, bid form and bid package shall constitute the requisite contract and costs in this matter and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED, that Ramas Climate and Refrigeration, LLC shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing, which may include, but is not limited to, proof of continued insurance coverage; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that the funds are available in the 2018 Municipal Budget; and

BE IT FURTHER RESOLVED, that the Mayor and/or the Town Administrator or their designee are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: July 24, 2018

I, Nicholas Goldsack, Chief Financial Officer of the
Town of Secaucus, do hereby certify that funds are
available in accordance with the Local Budget Law
NISA 40A:4-1, in Account Number:

01 - 2018-02 - 11092 069
Amount \$ RS per bid Date 7/24/18

Signed: Nicholas Goldsack

Resolution No. _____

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

**A RESOLUTION TO AWARD THE CONTRACT FOR
2018 ROAD PROGRAM FOR THE RECONSTRUCTION OF FLANAGAN WAY**

WHEREAS, on July 11, 2018, the following five (5) bids were received for the 2018 Secaucus Road Program for street reconstruction of Flanagan Way:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) DLS Contracting Inc.	\$ 466,575.00
2) AJM Contractors, Inc	\$ 470,398.50
3) Smith-Sondy Asphalt Constr.	\$ 480,364.50
4) 4 Clean – Up, Inc.	\$ 493,599.00
5) Your Way Construction	\$ 651,996.60

WHEREAS, it has been determined that D.L.S Contracting, Inc. of 271 US Highway 46, Suite D-205, Fairfield, New Jersey 07004 is the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer has determined that there are sufficient funds to award this project.

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 2018 Secaucus Road Program for street reconstruction of Flanagan Way to D.L.S Contracting, Inc. in an amount not to exceed \$ 466,575.00.

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator and/or their designee are hereby authorized to execute any documents regarding the awarding of the contract for the 2018 Secaucus Road Program for street reconstruction of Flanagan Way.

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

Adopted: July 24, 2018

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 July 24, 2018.

Town Clerk

Mayor

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

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1, in Account Number:

04-3000-10-92310-602

15-2770-55-74627-001

Amount \$ 466,575.44 Date 7/24/18

Signed: Nicholas Goldsack

Resolution No. _____

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

**A RESOLUTION TO AWARD THE CONTRACT FOR
2018 ROAD PROGRAM FOR THE RECONSTRUCTION OF SCHMIDTS PLACE AND
EDNA PLACE**

WHEREAS, on July 12, 2018, the following three (2) bids were received for the 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) 4 Clean – Up, Inc	\$ 238,711.20
2) Cifelli & Son Contracting, Inc	\$ 296,365.00

WHEREAS, it has been determined that 4 Clean - Up, Inc. of P.O Box 5098, North Bergen, New Jersey 07047 is the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer has determined that there are sufficient funds in the 2018 budget to award this project.

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 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place to 4 Clean – Up, Inc. in an amount not to exceed \$ 238,711.20.

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator and/or their designee are hereby authorized to execute any documents regarding the awarding of the contract for the 2018 Secaucus Road Program for street reconstruction of Schmidts Place & Edna Place.

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

Adopted: July 24, 2018

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 July 24, 2018.

Town Clerk

Mayor

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

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law N.J.S.A. 40A:4-1, in Account Number:

10 - 2150 SS - 70607 061
 Amount \$ 289,711.20 Date 7/24/18
 Signed: Nicholas Goldsack



Town of Secaucus

Municipal Government Center
Engineering/District Zoning Department
1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094
Tel: 201-617-5913 | Fax: 201-617-5937
Town Web: www.secaucusnj.gov

July 20, 2018

Gary Jeffas, Esq.
Secaucus Town Administrator
1203 Paterson Plank Road
Secaucus, NJ 07094

RE: 2018 Road Program Schmidts Place and Edna Place
Recommendation to Award
Engineering File# 18-102

Dear Mr. Jeffas:

The Town of Secaucus Engineering Department has tabulated the bids received on Thursday, July 12, 2018 in reference to the above-captioned project and find the lowest bidder to be 4 Clean-Up, Inc., 4501 Dell Avenue, North Bergen, NJ 07047 in the amount of \$238,711.20, representing the base bid on the quantities for items #1-27 inclusive.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, and after recommendation from legal counsel, this Office is recommending the contract be awarded to the lowest responsible bidder, which appears to be **4 Clean-Up, Inc., 4501 Dell Avenue, North Bergen, NJ 07047 in the amount of \$238,711.20**. This award shall be contingent upon approval of the Town Council and the availability of funds.

If you have any questions, please feel free to call me at (201) 617-5913.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Modi".

Jennifer Modi, P.E.
Secaucus Town Engineer

CC: Mayor Michael Gonnelli; Michael Marra, Clerk; Nick Goldsack, CFO; Justin Meyer, E.I.T.; Ken Porro, Esq.; Keri Egientowicz, Esq., Town Attorney; Kevin O'Connor, Secaucus DPW; Sandy D'Arzen, Purchasing Agent; Maryam Eldesouki, Admin

Town of Secaucus
 Engineering/District Zoning Department
 1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094
 Tel: 201-617-5913

Item No.	Description	Unit	Quantity
1	CLEARING SITE	LS	1
2	BREAKAWAY BARRICADE	LN	5
3	DRUM	LN	15
4	TRAFFIC CONE	LN	40
5	CONSTRUCTION SIGN	SF	20
6	POLICE TRAFFIC DIRECTORS	MH	32
7	FUEL PRICE ADJUSTMENT	LS	1
8	ASPHALT PRICE ADJUSTMENT	LS	1
9	HMA MILLING, 3" OR LESS	SY	3050
10	TACK COAT	GAL	620
11	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	465
12	PRECAST TYPE "A" INLET COMPLETE WITH CASTINGS	LN	6
13	RESET EXISTING CASTING	LN	5
14	CONCRETE SIDEWALK, 4" THICK	SY	560
15	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	165
16	DETECTABLE WARNING SURFACE, CAST-IN-PLACE, RED	SY	10
17	9" x 18" CONCRETE VERTICAL CURB	LF	1600
18	TRAFFIC MARKINGS, LINES, THERMOPLASTIC, 6" WIDE	LF	300
19	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	SF	200
20	CURB PAINT	LF	250
21	RESET VENT/VALVE BOX	LN	5
22	TREE REMOVAL, OVER 6" TO 12" DIAMETER	LN	10
23	TOPSOIL, 4" THICK	SY	325
24	BORROW TOPSOIL	CY	40
25	FERTILIZING AND SEEDING, TYPE A-3	SY	325
26	LARGE DECIDUOUS TREE 7 TO 2-1/2" CALIPER (ZELKOVA SERRATA VILLAGR GREEN) 8&B	LN	10
27	CONSTRUCTION LAYOUT	LS	1

Total Contract Amount

4 Clean-Up, Inc.
 P.O. Box 5098
 North Bergen, NJ 07047

Unit Price Bid	Amount
\$20,000.00	\$20,000.00
\$1.00	\$5.00
\$1.00	\$15.00
\$1.00	\$40.00
\$1.00	\$20.00
\$80.00	\$2,560.00
\$200.00	\$200.00
\$300.00	\$300.00
\$8.00	\$24,400.00
\$0.01	\$6.20
\$110.00	\$51,150.00
\$2,700.00	\$16,200.00
\$1.00	\$5.00
\$77.00	\$43,120.00
\$79.00	\$13,035.00
\$200.00	\$2,000.00
\$30.00	\$48,000.00
\$3.00	\$900.00
\$5.00	\$1,000.00
\$2.00	\$500.00
\$1.00	\$5.00
\$500.00	\$5,000.00
\$1.00	\$325.00
\$15.00	\$600.00
\$1.00	\$325.00
\$400.00	\$4,000.00
\$5,000.00	\$5,000.00

\$239,711.20

Cifelli & Son General Contracting,
 Inc. 81 Franklin
 Avenue Nutley,
 NJ 07110

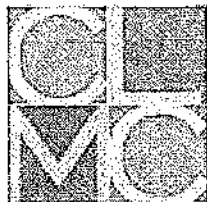
Unit Price Bid	Amount
\$10,000.00	\$10,000.00
\$1.00	\$5.00
\$1.00	\$15.00
\$5.00	\$200.00
\$5.00	\$100.00
\$80.00	\$2,560.00
\$200.00	\$200.00
\$300.00	\$300.00
\$8.50	\$25,925.00
\$2.00	\$1,240.00
\$108.00	\$50,220.00
\$5,500.00	\$33,000.00
\$750.00	\$1,250.00
\$80.00	\$50,400.00
\$95.00	\$15,675.00
\$300.00	\$3,000.00
\$45.00	\$72,000.00
\$4.00	\$1,200.00
\$7.00	\$1,400.00
\$2.00	\$500.00
\$100.00	\$500.00
\$1,200.00	\$12,000.00
\$5.00	\$1,625.00
\$10.00	\$400.00
\$2.00	\$650.00
\$400.00	\$4,000.00
\$8,000.00	\$8,000.00

\$796,865.00

Justin Meyer

From: Kenneth A. Porro <kporro@chasanlaw.com>
Sent: Friday, July 20, 2018 8:44 AM
To: Christine Smith
Cc: Sandy D'arzen; Justin Meyer; Keri Eglentowicz; Gary Jeffas
Subject: RE: Recent bid openings--Attorney Work Product-- Schmidts Place & Edna Place--7/20/18

Team: Please note that I am satisfied that both bidders in the Schmidts Pace & Edna Place project complied with the bid specifications. I would agree with the Town engineer's recommendation that 4 Clean-Up, Inc was the lowest bidder. There is no guarantee that the unsuccessful bidder will not object to the award, but the bid specifications of both bidders were clear and responsive. Good luck with the project ! Ken



KENNETH A. PORRO
CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
300 LIGHTING WAY, SUITE 200
SECAUCUS, NEW JERSEY 07094
☎ 201-809-6011
☎ 201-348-6633
✉ KPORRO@CHASANLAW.COM
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www.chasanlaw.com
Established 1957

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Resolution No. _____

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

**A RESOLUTION TO AWARD THE CONTRACT FOR
2018 ROAD PROGRAM FOR THE RECONSTRUCTION OF FOURTH STREET**

WHEREAS, on July 12, 2018, the following two (2) bids were received for the 2018 Secaucus Road Program for street reconstruction of Fourth Street:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) 4 Clean – Up, Inc.	\$ 393,286.40
2) Cifelli & Son General Contracting, Inc.	\$ 440,593.00

WHEREAS, it has been determined that 4 Clean - Up, Inc. of P.O. Box 5098, North Bergen, New Jersey 07047 is the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer has determined that there are sufficient funds in the 2018 budget to award this project.

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 2018 Secaucus Road Program for street reconstruction of Fourth Street to 4 Clean - Up, Inc. in an amount not to exceed \$ 393,286.40.

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator and/or their designee are hereby authorized to execute any documents regarding the awarding of the contract for the 2018 Secaucus Road Program for street reconstruction of Fourth Street.

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

Adopted: July 24, 2018

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 July 24, 2018.

Town Clerk

Mayor

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

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NISA 40A:4-1, in Account Number:

10 - 2158 - 53 - 70002 - 501
Amount \$ 393,280.40 Date 7/24/18

Nicholas Goldsack
Signed: Nicholas Goldsack

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 Lisa Snedeker, Director Senior and Social Services, the following person is hereby appointed to the vacated regular part time worker position (#7400) as follows:

Tabasco, Janice (as of 7/20/18) \$3.00 / Hour
(Balance supplemented
by Hudson County)

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 July 24, 2018.

Town Clerk Mayor

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

Resolution No. _____

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

**RESOLUTION TO AUTHORIZE AND APPROVE A DRUG AND ALCOHOL POLICY
FOR SAFETY SENSITIVE EMPLOYEES IN TRANSIT**

WHEREAS, the Town of Secaucus requires a Drug and Alcohol Policy for Safety Sensitive Employees in Transit; and

WHEREAS, a proposed “Drug and Alcohol Policy for Safety Sensitive Employees in Transit” dated July 24, 2018 (“Policy”) is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The attached policy is hereby authorized and approved, with such changes as the Town Administrator, Purchasing Agent, and/or Town Counsel deem necessary or desirable to carry out the purpose of this Resolution
3. The Mayor, Town Administrator or their designee are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution, including but not limited to, implementing the Policy, disseminating the Policy and arranging for training pursuant to the Policy.
4. All prior resolutions, policies, or regulations that are inconsistent with this Resolution and the attached Policy, are hereby repealed
5. The Resolution shall be effective upon adoption.

Adopted: July 24, 2018

Town of Secaucus

**DRUG AND ALCOHOL POLICY
FOR SAFETY SENSITIVE EMPLOYEES IN
TRANSIT**

EFFECTIVE DATE: July 24, 2018

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I. POLICY STATEMENT.

The Town of Secaucus (hereafter "Secaucus") Council does hereby endorse the Omnibus Transportation Employee Testing Act of 1991 and the rules mandated by the Department of Transportation (DOT), Federal Transit Administration (FTA). Secaucus employees who perform safety sensitive transportation functions or supervise personnel in safety sensitive transportation functions shall be subject to policies and procedures in accordance with Department of Transportation, 49 CFR Part 40 ["Procedures for Transportation Workplace Drug Testing Programs"] and 49 CFR Part 655 ["Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"].

In an effort to comply with laws, rules and regulations promulgated by Federal Agencies with the authority to do so, as well as to protect affected employees performing work in safety sensitive positions, the Council for Secaucus hereby adopts the regulations on September 22, 2009 as set forth in the Secaucus Drug and Alcohol Policy thereby establishing programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or prohibited drugs used by safety sensitive employees as defined in 49 CFR Part 40 and Part 655.

II. PURPOSE

By virtue of its daily operations and in pursuit of its quality objectives, Secaucus recognizes the need to take steps necessary to provide a safe and efficient operating and working environment. Drug and alcohol use adversely impacts our goal of maintaining a safe and efficient operating and working environment and greatly threatens quality, as abuse adversely affects productivity and impairs judgment. Unimpaired judgment is critical, since decisions affect not only our own business, but also the safety of our employees, customers and third parties.

Secaucus' goal is to encourage employees to come forward with their drug and alcohol problems and seek rehabilitation through the company's Employee Assistance Program ("EAP").

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus the employees and agents of Secaucus are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale or use of a prohibited drugs in the workplace or while conducting Secaucus business off the company's premises. Likewise, abuse of legal substances such as alcohol and prescription drugs is also prohibited while at work.

Participation in the prohibited drug and alcohol testing program is a requirement of each safety sensitive employee and therefore, is a condition of employment.

Secaucus will strictly adhere to all standards of confidentiality and assures all employees that testing records and results will be released only to those authorized by FTA rules to receive such information.

All testing under the FTA requirements are conducted in accordance with 49 CFR Part 40. **A copy of 49CFR Part 40 is located at the Secaucus Department of Transportation.**

In adopting this policy, Secaucus does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provision of any applicable collective bargaining agreement governing drug and alcohol use possession that are consistent with this policy.

Accordingly, Secaucus has developed the following drug and alcohol policy.

III. ADMINISTRATION RESPONSIBILITIES

To address questions relevant to the anti-drug and alcohol misuse prevention program, safety sensitive employees and supervisors shall contact program administrators as follows:

A. Third Party Administrator ("TPA") on behalf of Secaucus.

Dynamic Testing LLC
230 Main Street, Suite C
Toms River, New Jersey 08753
(732) 349-0848

B. Secaucus Designated Employer Representative ("DER").

John Dubiel, Assistant Superintendent DPW
Town of Secaucus, Transportation Coordinator
777 5th Street
Secaucus, New Jersey 07094
(201)330-2082

The Third Party Administrator ("TPA") and Secaucus DER information are listed in Appendix "A" of this document.

IV. DEFINITION OF TERMS

The terms listed are consistent with the requirements of 40 CFR Part 40 and Part 655 and have the following meaning:

Accident: Accident means an occurrence associated with the operation of a vehicle, if as a result:

- An individual dies; or
- An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- With respect to an occurrence in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use: The consumption of any beverage, mixture, food or preparation, including any medication containing alcohol.

Alcohol Concentration: expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing Device (EST).

Canceled Test: is a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which this part otherwise requires to be cancelled. A canceled test is neither positive nor negative.

Collection Site: A place where safety sensitive employees present themselves for the purpose of providing a urine specimen for a drug test.

Covered Employee: A person, including an applicant or transferee who performs or will perform a safety sensitive function for Secaucus is subject to this policy.

Custody and Control Form: The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is sent to the laboratory for testing thereby destroyed after results have been determined.

Designated Employer Representative (DER): An in-house designated employee representative who coordinates the substance abuse process for Secaucus. The DER's responsibility is to be familiar with all aspects of the Secaucus substance abuse policy. In addition, the DER is trained regarding policy and in accordance with the provisions of 49 CFR § 655.14, an employee authorized by Secaucus to take immediate action(s) to remove employees from safety sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes.

Department of Health and Human Services (DHHS): The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Department of Transportation (DOT): Department within the Federal Government that administers regulations requiring drug and alcohol testing which includes the Federal Transit Administration, Federal Railroad Administration, Federal Motor Carrier Safety Administration, Federal Aviation Administration and the Pipeline and Hazardous Material Safety Administration.

Dilute specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Employee: An individual who performs a safety sensitive function or holds a safety sensitive position.

Evidential Breath Testing Device (EST): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 concentrations, and placed on NHTSA's "Conforming Products List" (CPL) of Evidential Breath Measurement.

FTA: Federal Transit Administration, an agency of the U.S. Department of Transportation responsible for the administration of transit related programs and funds.

Medical Review Officer (MRO): A licensed physician responsible for receiving, interpreting, evaluation and reporting drug-testing results.

Negative Dilute: A drug test result which is negative for the five (5) drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative Test: A drug test with a result verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol test result with a concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A test result found to be adulterated, substitute, invalid or positive for drug/drug metabolites.

Positive Drug Test: A drug test result with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

Prohibited Substances: The consumption of the following drugs and drug metabolites at all times: Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidine (PCP) at levels above the minimum thresholds.

The consumption of any alcoholic substance, beverage, or mixture, including any medication containing alcohol within four (4) hours prior to performing a safety-sensitive duty, while on-call to perform a safety sensitive duty, while performing a safety sensitive duty or within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Alcohol testing for random and reasonable suspicion is only permissible just before and employee performs safety sensitive duties, during that performance and just after an employee has performed covered duties.

Safety Sensitive Function: means any of the following duties:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
5. Carrying a firearm for security purposes;
6. Examples of employees include: Bus Driver, Motorman, Yard Driver, Dispatcher, Starter, Mechanic and Wheelchair lift repairman, Transit Police Officer, Security Personnel, Wrecker Operator, Snowplow Driver and Drivers of vehicles carrying over fifteen (15) persons.

Split Specimen Bottle B: A part of the urine specimen that is sent to a first laboratory and retained un-opened and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen.

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, state-licensed family therapist credentialed suitable for becoming a SAP, social worker, employee assistance professional, marriage Counselor or addiction Counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Third Party Administrator (TPA): A "Service Agent" that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. The TPA performs administrative tasks concerning the operation of the drug and alcohol testing program, adheres to generally accepted standards for administrative services, testing, training, medical review, confidentiality and business ethics and assures that programs are operated in compliance with DOT/FTA, any state or federal regulations, as well as company policies.

Validity testing: evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted or if the specimen was substituted.

Vehicle: means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus or vessel. A public transportation vehicle is a vehicle used for public transportation or ancillary services.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (DHHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels.

Volunteer: A volunteer is a covered employee if: (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or (2) The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity.

V. SCOPE

A. COVERED EMPLOYEES

This Policy is applicable to all Secaucus full and part-time safety sensitive employees subject to Drug and Alcohol testing under this policy. Additionally, all full and part-time employees of any company or organization who perform safety sensitive functions on behalf of or under contract with Secaucus are subject to drug and alcohol testing under this policy. Currently the FTA has defined safety sensitive job function to mean any of the following duties, when performed by employees of recipients, sub-recipients, operators or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
5. Carrying a firearm for security purposes.

Secaucus has reviewed all the actual duties performed by employees to determine who performs safety sensitive functions and has determined the below listed job titles as performing safety sensitive duties:

1. Bus Drivers

Supervisors are subject to the provisions of this policy only if they perform or have the opportunity to perform a safety sensitive function.

Secaucus does not utilize volunteers to perform safety sensitive duties

B. PROHIBITED DRUGS

Federal requirements provide authorization for testing only five (5) drugs. Procedures used to test for the presence of drugs are in accordance with 49 CFR Part 40 and Part 655, which requires testing of urine specimens for five (5) types of drugs or their metabolites; marijuana, cocaine, opioids, phencyclidine and amphetamines.

C. TIME OF TESTING WHILE ON DUTY

Covered employees are subject to testing for five (5) prohibited drugs at any time while on duty.

D. PRESCRIPTION MEDICATION

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus if an employee is using any prescription drug which might impair the employee's ability to perform work, he/she must inform the DER about this possible effect. Before commencing work, the employee must also provide the DER with the name of the prescription and a doctor's authorization to work. All such information provided to Secaucus will remain confidential.

Consistent with federal law, use of another person's prescription medication shall be considered unauthorized use of medication. It is also considered a violation of this policy if there is clinical evidence that an employee is abusing a legitimately prescribed drug.

In addition, if a drug can only be obtained by prescription in the U.S., it is a violation of this policy for an employee to obtain that drug from a foreign country where no prescription is required and use it while working, unless there is a verifiable, legitimated medical explanation.

Failure or refusal by an employee to properly inform the DER or to produce acceptable medical documentation, upon request, may be subject to disciplinary action outlined in Section III, G. of this policy.

E. RIGHT TO INSPECT

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, based upon reasonable suspicion that an employee is violating this policy, Secaucus has the right to require the employee to submit to a search of clothing, locker, lunch box, bag(s), purse, briefcase, desk, file cabinet(s) and/or vehicle. Secaucus reserves the right to inspect, investigate and search for drug and/or legal substances such as alcohol at any time, with or without prior notice, on or in any and all Secaucus premises.

Employees will be required to sign a consent form prior to the search, if an employee refuses to sign the consent form and refuses to submit to the search, he/she will be subject to disciplinary action outlined in Section III, G. of this policy.

F. REHABILITATION

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, the goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and alcohol and/or drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the improper consumption of alcohol or illegal use of drugs is incompatible with employment with Secaucus.

Therefore, if an employee has a problem with alcohol or drugs, he/she is strongly encouraged to come forward voluntarily to seek help. In this event, the matter will be kept confidential and the employee will be referred to a rehabilitation center. Self-identification must be made prior to being directed to take a screening test and may only be used once. However, self-identification is NOT an option in the following situations: pre-employment, random, post-accident, reasonable suspicion, return to duty or follow-up testing.

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, voluntary rehabilitation will normally only be available once and only if the employee comes forward before Secaucus has reasonable suspicion that the employee has violated company policy.

Rehabilitation will be at Secaucus' expense to the extent that it is covered by Secaucus' policies of insured.

An unpaid leave of absence will be granted for a reasonable period for treatment. Secaucus will make every effort to hold the employee's position during the rehabilitation process. Secaucus will not take disciplinary action against an employee who voluntarily admits having an alcohol and/or drug problem unless that employee refuses to enroll in and complete a rehabilitation program. It is a condition of employment for employees to submit to Non-DOT alcohol and/or drug testing as part of a follow-up program for treatment for alcohol and/or drug abuse.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If an alcohol and/or drug abuse problem is disclosed to Secaucus only after there has been (1) a random alcohol and/or drug selection, (2) a positive alcohol or drug test, (3) a violation of Secaucus policy, rule or standard, (4) a violation of law, or (5) a violation of this policy, Secaucus will not consider the employee to have voluntarily come forward.

G. REFUSAL TO SUBMIT TO TESTING FOR ALCOHOL AND/OR DRUG

In accordance with 40 CFR Part 655 the following are considered a refusal to test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to provide a urine specimen or adequate amount of breath for any drug or alcohol test required by 49 CFR Part 40 or DOT agency regulations;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;

5. For an observed collection fails to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
6. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
7. Admitting to the collector or MRO that you adulterated or substituted the specimen;
8. Fails to provide a sufficient amount of urine or breath when directed and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
9. Fails or declines to take a second test the employer or collector has directed you to take;
10. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER as part of the "Shy Bladder" or "Shy Lung" procedures;
11. Fails to sign the certification at Step 2 of the Alcohol Test Form;
12. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector).
13. If the MRO reports that you have a verified adulterated or substituted test result that test is considered a refusal to test.

Any covered employee who refuses to submit to a drug or alcohol test will be immediately removed from performing any safety sensitive function and in accordance with 49 CFR, Part 40, Subpart O be referred to Secaucus' SAP.

H. FAIL A DRUG ABUSE TEST (TEST POSITIVE)

If the confirmation test result shows positive evidence for the presence of a prohibited drug, under 49 CFR Part 40 procedures, the employee shall be contacted by the MRO.

Any covered employee who fails a drug test will be immediately removed from performing safety sensitive function and in accordance with 49 CFR Part 40, Subpart O be referred to Secaucus' SAP.

I. MEDICAL REVIEW OFFICER (MRO) RESPONSIBILITY

The designated MRO shall have no connection/conflict with the subcontractor performing the laboratory testing and analysis. The MRO shall be knowledgeable in controlled substance abuse, will have received qualification training in accordance with 49 CFR §40.121 and the MRO review process will be followed in accordance with 49 CFR §40.121 et seq.

If the MRO reports that an employee tested positive for prohibited drugs, that employee will be immediately removed from safety sensitive functions and in accordance with 49 CFR, Part 40, and Subpart O be referred to Secaucus' SAP.

J. REFERRAL TO A SUBSTANCE ABUSE PROFESSIONAL (SAP) ROLE

Employees or applicants who have a verified positive drug test result, an alcohol concentration of 0.04 or greater, or who refuse to submit to a drug or alcohol test will in accordance with 49 CFR, §40:285 be referred to Secaucus' SAP.

K. PASS (TEST NEGATIVE)/FAIL (TEST POSITIVE) AN ALCOHOL TEST

In the event of a Breath Alcohol (BrAC) concentration result of 0.02 or greater the BAT will direct the employee to take a confirmation test. The BAT will ensure that the waiting period lasts at least fifteen (15) minutes, but not more than thirty (30) minutes after the completion of the first screening test. If the alcohol confirmation test is lower than 0.02, nothing further is required of the employee. If the alcohol confirmation test result is above 0.02 and below 0.04 the employee will be removed from safety sensitive functions.

If the alcohol confirmation test result is 0.04 or greater, it is a positive test. The employee will be immediately removed from safety sensitive function and will be referred to a SAP.

L. DISCIPLINARY ACTION AS A RESULT OF A POSITIVE TEST

Secaucus has a zero tolerance policy concerning the possession of and/or use by a driver of controlled substances. Any employee found to be in possession of and/or the under the influence of a controlled substance or product containing a controlled substance in violation of federal or state law will be immediately terminated from employment with Secaucus.

M. DISCIPLINARY PROCESS

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, if the results of an alcohol and/or prohibited drug screen are positive, the employee will be subject to discipline, up to and including discharge and/or requested to undergo rehabilitation until such time as he/she is declared fit to return to

work by the rehabilitation center. The circumstances leading to the positive result will be taken into consideration in determining the disciplinary action. An employee who refuses to undergo rehabilitation or does not follow the recommendations of the rehabilitation program may be subject to discharge.

If returning to work, the employee will be subject to either DOT or Non-DOT follow-up testing, depending on the circumstance leading to the removal from service.

In the event of a positive alcohol test, regardless of alcohol level or refusal to test, the DER will transport the employee to his/her residence.

N. ALCOHOL PENALTIES

In accordance with the provisions under Secaucus' authority as employer the following penalties shall apply: Positive Test at 0.040 or greater. Violations of this policy are subject to disciplinary action up to and including discharge.

Refusal of Alcohol Testing - The penalty for refusing to submit to alcohol testing as required by this policy shall constitute a violation of the policy. Violations of this policy are subject to disciplinary action up to and including discharge.

Prohibited Drug Penalties - in accordance with the provisions under Secaucus' authority as employer the following penalties shall apply:

1. Individuals' not yet employed - All job applicants extended a conditional offer of employment for a position with Secaucus will undergo testing for the presence of prohibited drugs as a condition of employment. Any applicant with a confirmed positive test result will be denied employment.
2. Individuals employed - When Secaucus receives from the MRO a verified positive for drug use test result, the employee shall be immediately removed from safety sensitive functions and referred to Secaucus' SAP for evaluation. He/she must comply with the SAP's assessment and referred treatment recommendations and monitoring and meet the return-to-duty test requirements of 49 CFR Part 40, Subpart O before the employee may be considered for reinstatement.
3. If any employee fails to return to work upon the prescribed time or refuses to comply with complete treatment, he/she shall be subject to disciplinary action.
4. The penalty for an employee refusing to submit to a prohibited drug test as required by this policy or who fails to comply with the recommended treatment plan shall be the same as a positive test result.

Additionally, separate from any DOT and FTA requirements, under the independent

authorization of Secaucus, the employee will be informed of resources available for counseling and treatment of persons with drug abuse problems. If employee is returning to work it is a condition of employment for employees to submit to alcohol and/or drug testing as part of a return-to-duty or follow-up program.

0. PASS A SUBSTANCE ABUSE TEST (TEST NEGATIVE)

If the initial testing or confirmation testing, under 49 CFR Part 40 procedures, does not show evidence of the presence of a prohibited drug in the employee's or applicant's system, it will be classified as passing a drug abuse test or having tests rated as negative.

VI. QUALIFICATIONS FOR EMPLOYMENT AND PROHIBITED CONDUCT

A. PROHIBITED CONDUCT

Periods of Required Compliance

All employees who perform safety sensitive functions for Secaucus either in a part time or full time capacity will be subject to the provisions of this policy for the entirety of their shift.

Alcohol Possession/Misuse: The following activities and/or actions are a violation of this policy:

1. Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy for any covered employee to possess alcoholic beverages while on duty.
2. Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy for any covered employee to work under the influence of alcohol, including rest and meal periods.
3. It is a violation of this policy for any covered employee to test positive for alcohol at or above a Breath Alcohol Level (BRAC) of 0.020L of breath.
4. It is a violation of this policy for any covered employee to consume alcohol for the four (4) hours before a scheduled work period.
5. It is a violation of this policy for any covered employee to consume alcohol for the eight (8) hours after an accident until a Breath Alcohol Test has been administered.
6. It is a violation of this policy for any covered employee to consume alcohol while on call or stand by.

7. It is a violation of this policy for any employee to refuse to take any required alcohol test.
8. Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy for any covered employee to refuse to comply with any provision of this policy.
9. Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy if alcohol is found in through other legally sanctioned procedures (e.g. police department administered tests).

Prohibited Drug Possession: The following activities and/or actions are a violation of this policy:

- 1) Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy for any covered employee to possess, sell, trade, offer for sale or engage in illegal use of prohibited drugs or product containing an illegal controlled substances. Employees who are convicted of offenses involving prohibited drugs in the workplace must inform the DER within five (5) days of their conviction or plea. Failure to give this notice can be grounds for disciplinary action outlined in Section III, G. of this policy.
- 2) It is a violation of this policy for any covered employee to work under the influence of prohibited drugs.
- 3) Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, it is a violation of this policy for any covered employee to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications in employees name only).
- 4) It is a violation of this policy for any covered employee to test positive for prohibited drugs.
- 5) It is a violation of this policy for any covered employee to refuse to take any required drug test.
- 6) It is a violation of this policy for any covered employee to refuse to comply with any provision of this policy.
- 7) Additionally, separate from DOT and FTA it is a violation of this policy if a drug or metabolite of a drug is found in through other legally sanctioned procedures (e.g. police department administered test).

VII. TEST REQUIRED

Testing for Presence of Alcohol

Breath alcohol testing will be conducted in accordance with the regulations specified in 49 CFR Part 40, Subparts J, K, L, M and N. Alcohol screening will be provided utilizing a National Highway Traffic Safety Association (NHTSA) conforming product list (CPL) Evidential Breath Testing (EBT) Device. The breath testing equipment will conform to 49 CFR §40.229 et seq.

Secaucus will test covered employees for alcohol just before, during or just after performing a safety sensitive function.

Use of Alcohol

Alcohol use is not permitted four (4) hours prior to performing a safety sensitive function, while performing a safety sensitive function and for a period up to eight (8) hours following an accident.

Life Consequences of Alcohol Misuse

The chronic consumption of alcohol (average of three (3) servings per day of beer, whiskey or wine) over time may result in the following life consequences:

Health: decreased sexual functioning, dependency on alcohol, fatal liver disease, increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma, kidney disease, pancreatitis, spontaneous abortion and neonatal mortality, ulcers and birth defects.

Work: the effects of alcohol misuse on an individual's work include impairment in coordination and judgment and increased likelihood of having an accident than that of a sober person.

Personal Life: the effects of alcohol misuse on an individual's personal life include increased exposure to committing homicides, vehicle accidents, family problems including separation and divorce, increased likelihood of committing suicide and greater exposure to other forms of accidents.

Signs and Symptoms: dulled mental processes, lack of coordination, odor of alcohol on breath, possible constricted pupils, sleepy or stuporous condition, slowed reaction rate, and slurred speech.

When an alcohol problem is suspected, the available methods of intervention include the availability of a crisis response/EAP offered by Secaucus that addresses family problems, as well as substance abuse.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, any employee may voluntarily make use of the current EAP provided through Secaucus, for assistance with any personal problems including self-referral for drug and alcohol treatment. This shall be the same program that will be used to assist those affected employees under the alcohol misuse and drug use program. All information will be kept in strict confidence and the appropriate referral will be made to assist the employee.

Secaucus does not make any representation as to insurance coverage for any treatment or rehabilitation program that may be recommended by the SAP or MRO.

Employees who enter rehabilitation voluntarily will be entitled to use their accumulated vacation-time and sick time balances if they so choose.

(See Appendix "A" for EAP provider information)

A. PRE-EMPLOYMENT TESTING

Secaucus will conduct pre-employment drug testing.

In accordance with 49 CFR Part 40, each safety sensitive function applicant must consent in writing for Secaucus to obtain the applicants drug and alcohol testing records from each previous DOT regulated employer of the applicant for a two (2) year period preceding the date of application for employment with Secaucus. If an applicant or transfer employee fails to consent, that person will not be hired into a safety sensitive function position. Should a previous employer indicate the applicant or transfer failed or refused a drug and/or alcohol test he/she must provide Secaucus with proof of having successfully completed a referral, evaluation and treatment plan designed by a SAP.

All applicants for a safety sensitive position will be notified at the time they complete a job application that they will be required to submit to a prohibited drug test if they are considered otherwise qualified for employment and that they must agree to abide to the terms and conditions of this policy if they are ultimately hired.

- 1) Prior to the first time that any potential employee performs a safety sensitive function for Secaucus, he or she shall be subject to a pre-employment drug test with a verified negative result. Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, those persons who undergo a pre-employment drug test in which the verified test results indicate positive use shall not be hired.

- 2) Current employees transferring from one position to another with the former not including a safety sensitive function shall undergo a pre-duty controlled substances test with a verified negative test result prior to beginning the safety sensitive function. If a positive result is reported he/she shall be subject to Section III G. of the policy.
- 3) An applicant, or transferred employee, who has not commenced performing safety functions within ninety (90) consecutive calendar days of Secaucus' receipt of a negative test result for that individual, must successfully pass another pre-employment test. A verified negative test result must be received prior to beginning safety sensitive functions.
- 4) All safety sensitive employees who have been off for ninety (90) consecutive calendar days and removed from the testing pool must successfully pass a pre-employment drug test prior to returning to work. A verified negative test result must be received prior to beginning safety sensitive functions.

B. Post-Accident Controlled Substances Testing

Consistent with 49 CFR § 655.44, post-accident testing will be conducted in the following manner:

(a) Accidents.

(1) Fatal accidents.

(i) As soon as practicable following an accident involving the loss of human life, in which the public transportation vehicle is involved, the employee shall conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post-accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 389.303(a)(1) or (b)(1).

(ii) Secaucus shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

(2) Nonfatal accidents.

(i) As soon as practicable following an accident not involving the loss of human life, in which a public transportation vehicle is involved, the employer shall drug and alcohol test each covered employee operating the public

transportation vehicle at the time of the accident unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. Secaucus shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

(ii) If an alcohol test required by this section is not administered within two (2) hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and maintain the record. Records shall be submitted to the FTA upon request of the Town Administrator.

(b) An employer shall ensure that a covered employee required to be drug tested under this section is tested as soon as practicable but within thirty-two (32) hours of the accident.

(c) A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the employer or the employer representative of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the employer to have refused to submit to testing.

(d) The decision not to administer a drug and/or alcohol test under this section shall be based on the employer's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test.

(e) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(f) The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by federal, state or local officials having independent authority for the test, shall be considered to meet the requirements of this section provided such test conforms to the applicable federal, state, or local testing requirements and that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period noted in paragraphs (a) and (b) of this section.

D. Random Controlled Substances Testing

Random drug and/or alcohol testing for covered employees will be conducted in accordance with the requirements of 49 CFR §655.45.

- 1) Random drug and/or alcohol testing shall be unannounced and unpredictable and spread reasonably throughout the calendar year, including holidays and days and hours during which safety-sensitive functions are performed.
- 2) Using a statistically valid method, a computer-based random number generator, Secaucus' program administrator shall assure that a sufficient number of random drug and alcohol tests equal to the minimum percentage of the total number of covered employees is conducted each calendar year in accordance with 49 CFR §655.45. These rates are subject to annual review and revision by the FTA Administrator. Secaucus shall be responsible for the security of all random lists generated. Each covered employee shall have an equal chance of being tested each time selections are made.
- 3) Safety sensitive employees may be randomly tested for alcohol misuse while performing safety sensitive functions, just before performing safety sensitive functions or just after performing safety sensitive functions. All safety sensitive employees may be randomly tested for drugs anytime while on duty. Testing will be performed during all hours safety sensitive duties are performed.
- 4) When notified of a random test the employee must proceed immediately to the collection site. Immediately means that after notification, all the employee's actions must lead to an immediate specimen collection.

E. REASONABLE SUSPICION TESTING

All employees who supervise safety sensitive personnel affected by this policy shall undergo reasonable suspicion training in accordance with § 655.43 in the signs and symptoms that are associated with drug or alcohol use.

- 1) An employee is required to submit to an alcohol and or drug test when a trained supervisor or other trained company official has reasonable suspicion, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, to believe that the employee has engaged in any of the behaviors prohibited by this policy concerning the use of alcohol and/or drugs.
- 2) Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, prior to conducting reasonable

suspicion drug and/or alcohol testing, the DER must meet with the employee. At least two (2) management representatives should be present. A management representative must explain to the employee that Secaucus has determined that he or she is required to submit to reasonable suspicion drug and/or alcohol testing and share the completed Supervisor's Report of Reasonable Suspicion form with the employee. The purpose of the meeting is to provide the employee with an opportunity to provide an explanation for the behavior that provided Secaucus with reasonable suspicion. Secaucus' failure to conduct a meeting with the employee prior to mandating reasonable suspicion drug or alcohol testing, however, does not invalidate a positive test result. Reasonable suspicion testing must not be delayed and when practical, takes place within thirty (30) minutes from the time listed observations are made by a trained supervisor.

- 3) Alcohol testing shall be conducted no more than two (2) hours and within eight (8) hours after the reasonable suspicion determination has been made by the supervisor. Drug testing shall be conducted within thirty-two (32) hours after the reasonable suspicion determination has been made by the trained supervisor or other trained company official. In the event that as required by this section an alcohol test is not administered within eight (8) hours and a drug test is not administered within thirty-two (32) hours following the determination, the DER and Secaucus shall cease attempts to administer a test and document the reason why the test did not take place.
- 4) Safety sensitive employees are subjected to reasonable suspicion testing for alcohol misuse while performing safety sensitive functions, just before performing safety sensitive functions or just after performing safety sensitive functions. All safety sensitive employees are subjected to reasonable suspicion testing for drug and alcohol testing anytime while on duty.
- 5) It is the policy of Secaucus to have a supervisor transport the employee to the appropriate collection site facility and wait for the completion of the collection procedure. The supervisor will then transport the employee back to Secaucus property, where an individual of the employee's choice will be contacted to transport the employee to his/her residence. If the employee refuses to be transported and attempts to operate his/her personal vehicle, Secaucus will make appropriated efforts to discourage the employee from doing so, up to and including contacting the Police Department. Any employee failing to cooperate with this procedure will be subject to disciplinary action up to and including termination from the company.
- 6) Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, while awaiting the results of a reasonable suspicion screen the employee will be suspended with pay.

F. RETURN TO DUTY TESTING

Where as a safety sensitive employee refuses to submit to a test, has a verified positive drug test, and/or confirmed alcohol test result of 0.04 or greater, the Town of Secaucus before returning the employee to a safety sensitive position will follow the procedures outlined in 49 CFR Part 40.

Prior to returning to a safety sensitive function, any safety sensitive employee who was determined to have engaged in prohibited drug and/or alcohol misuse in violations of the Federal Regulations shall undergo a return-to-duty controlled substance and/or alcohol test and will be allowed to return only with a verified negative test result.

All such drug tests will be conducted under directly observed circumstances.

G. FOLLOW-UP TESTING (AFTER RETURNING TO DUTY)

Secaucus will conduct follow-up testing of each employee who returns to duty as specified in 49 CFR Part 40.

- D) Any covered employee who has required a referral, evaluation, and/or treatment by a SAP for prohibited drug use and/or alcohol misuse shall be subject to unannounced follow-up testing plan as directed by the SAP.
- 2) Follow-up testing for alcohol as required by this Section shall be performed just before, during, or immediate after the employee is performing safety sensitive duties.
- 3) In no case shall said drug and/or alcohol testing occur less than six (6) times in the first twelve (12) months following the covered employee's return to duty nor shall testing extend more than five (5) years from the time he or she returned to duty.

All such drug tests will be conducted under directly observed circumstances.

VIII. DRUG AND ALCOHOL TESTING PROCEDURES

A. COMPLIANCE WITH TESTING PROCEDURES

All drug and alcohol testing procedures in 49 CFR Part 40 applies to all safety sensitive employees of Secaucus engaged in the performance of safety sensitive functions for Secaucus. This document is available for review at:

Department of Transportation
777 Fifth Street
Secaucus, New Jersey 07094
(201) 330-2082

B. BREATH ALCOHOL TECHNICIAN (BAT)

The BAT will perform the functions, and meet all the requirements outlined in 49 CFR Part 40. Secaucus has a formal agreement with an Occupational Health Center to perform BAT services listed on Appendix "A" of this document.

BAT Collection Certification Documentation is maintained on file at the office of Secaucus' Third Party Administrator.

C. SUBSTANCE ABUSE PROFESSIONAL (SAP)

The SAP will perform the functions and meet all the requirements outlined in 49 CFR Part 40. Secaucus has a formal agreement with the individual to perform SAP services listed on Appendix "A" of this document.

SAP Certification Documentation is maintained on file at the office of Secaucus' Third Party Administrator.

D. MEDICAL REVIEW OFFICER (MRO)

The MRO will perform the functions and meet all the requirements outlined in 49 CFR Part 40. Secaucus has a formal agreement with the individual to perform MRO services listed on Appendix "A" of this document.

MRO Certification Documentation is maintained on file at the office of Secaucus' Third Party Administrator.

E. COLLECTION SITE

Secaucus has a formal agreement with an Occupational Health Center to perform collection services listed on Appendix "A" of this document to provide a clean and compliant location staffed with trained collection site personnel, for the collection of urine to be drug tested in accordance with 49 CFR Part 40.:

All collections performed in accordance with 49 CFR Part 40 drug testing regulations will be split specimen collections.

Urine Collection Certification Documentation is maintained on file at the office of Secaucus' Third Party Administrator.

F. TESTING LABORATORY

In accordance with 49 CFR Part 40, all laboratories testing of urine specimens for prohibited drugs will be performed through a laboratory certified by the Department of Health and Human Services (DHHS). Secaucus has a formal agreement with a primary and secondary laboratory to perform drug screen analysis services as listed on

Appendix "A" of this document.

IX. ADMINISTRATIVE REQUIREMENTS

All safety sensitive employees of Secaucus will receive a copy of this policy and shall be required to sign and date a receipt for it.

A. EMPLOYEE EDUCATION AND TRAINING

In accordance with 49 CFR § 655 et seq., Secaucus will conduct a comprehensive two part-training program for employees as described below:

- 1) The education component shall include display and distribution to every covered employee of informational material and a community service hot-line telephone number for employee assistance.
- 2) Safety sensitive employees will receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms that may indicate prohibited drug use.

Additionally, periodically, employees receive information and training which explain the implications of workplace substance abuse and review Secaucus' policy regarding drugs and alcohol, including availability of counseling and the company EAP.

B. SUPERVISOR REASONABLE SUSPICION TRAINING

- 1) The DER, supervisors and other company officials authorized by Secaucus to make reasonable suspicion determinations, shall receive a minimum of sixty (60) minutes training on the physical, behavioral, and performance indicators of probable drug use and a minimum of sixty (60) minutes training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

C. CONFIDENTIALTY AND RETENTION OF RECORDS

Secaucus will maintain all drug and alcohol testing records in accordance with 49 CFR Part 40, Subpart P.

Additionally, separate from any DOT and FTA requirements, under the independent authorization of Secaucus, wants to work with and not against employees with drug and/or alcohol problems. Providing confidentiality regarding the problem, any test results and any disciplinary actions are important parts of company-provided support.

When the employee voluntarily seeks help, he/she can do so confidentially and without

fear of reprisal by contacting DER resources, which will not disclose the employee's problem to anyone. The employee's supervisor will be told only that the employee is on medical leave of absence (without disclosing the problem being treated).

When test results are positive-all test results, positive or negative, will be held in strictest confidence. The TPA will communicate test results orally and in writing only to the DER. The Human Resources manager, the DER and Secaucus' legal counsel will be the only persons with access to test results.

If a test result is positive, the employee's manager will be informed only that the employee has violated a company policy with resulting disciplinary consequences. In response to questions by third parties (including coworkers), management and DER's will state nothing other than that the employee has violated company policy, without mentioning the specific policy.

D. ACCESS TO FACILITIES AND RECORDS

Secaucus in accordance with 49 CFR Part 40, Subpart P, will provide limited access and release of drug and alcohol testing records. In accordance with 49 CFR § 655.73, Secaucus grants access to facilities and records to the appropriate Transit representative for the purpose of determining compliance with FTA drug and alcohol testing regulations.

APPENDIX A

A. Third Party Administrator (TPA)

Dynamic Testing LLC
230 Main Street, Suite C
Toms River, NJ 08753
(732) 349-0848

B. Designated Employer Representative (DER)

John Dubiel, Assistant Superintendent DPW
Town of Secaucus, Transportation Coordinator
777 5th Street
Secaucus, New Jersey 07094
(201) 330-2082

C. Collection-sites

Town of Secaucus Onsite Collection
370 Secaucus Road
Secaucus, NJ 07094
(201) 330-2082

AFTER HOURS LOCATION

Town of Secaucus Onsite Collection
370 Secaucus Road
Secaucus, NJ 07094
(201) 330-2082

CARE Station
210 Meadowlands Pkwy
Secaucus, NJ 07094
(201) 348-3636
(201) 583-0713

D. Breath Alcohol Technician (BAT)

Peter Lukowiak
230 Main St., Ste. C Toms
River, NJ 08753
(732) 349-0848

E. DHHS approved Laboratory

Medtox
402 W. County Road
St. Paul, MN 55112
(651) 636-7466

F. Medical Review Officer (MRO)

Dr. Steven Crawford 230
Main St., Suite C Toms
River, NJ 08753
(732) 349-0848

G. Substance Abuse Professional (SAP)

Mr. Kenneth J. Harding
280 Prospect Ave Apt 10H
Hackensack, NJ 07601-2535
(973) 980-9774

Mr. Joel M. Levine
280 Bloomfield Ave
Verona, NJ 07044-2426
(201) 259-7229

H. Employee Assistance Program (EAP)

Intervention Strategies
110 Meadowlands Parkway
Secaucus, NJ 07094
(201) 223-4222

APPENDIX B

DOT Rule 49 CFR Part 40 Section 40.87; Subpart F - Drug Testing Laboratories

(a) As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Cutoff Concentrations for Drug Tests

Initial test analyte	Initial test cutoff ^a	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ^b	50 ng/mL ^c	THCA	15 ng/mL
Cocaine metabolite (Benzoylcegonine)	150 ng/mL ^d	Benzoylcegonine	100 ng/mL
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL 100 ng/mL
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL 100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL
MDMA/MDA ^e	500 ng/mL	MDMA MDA	250 ng/mL 250 ng/mL

¹For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

²An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³Alternate technology (THCA and Benzoyllecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoyllecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoyllecgonine).

⁴Methylenedioxymethamphetamine (MDMA).

⁵Methylenedioxyamphetamine (MDA).

(b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL or above.

[65 FR 79526, Dec. 19, 2000, as amended at 75 FR 49862, August 16, 2010; 77 FR 26473, May 4, 2012; 82 FR 52244, November 13, 2017]

Updated: Monday, January 1, 2018

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 Kevin O'Connor, Superintendent Public Works the following person is hereby appointed to the seasonal part time laborer position (#5000) effective July 23, 2018 as follows:

Anthony Costantino \$10.00 / 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 July 24, 2018.

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 the following additional staff are hereby appointed to the various seasonal part time positions noted below in the **Summer Day Camp Programs**, July 24, 2018 as follows:

<u>Counselor #81083</u>	<u>Hourly Rate</u>
Camacho, Angel	\$8.60 / Hour
Elsharkawy, Salma	\$8.60 / Hour
Garcia, Christian	\$8.60 / Hour
Khan, Zara	\$8.60 / Hour
Parrales, Jessenia	\$8.60 / Hour
Saberon, Abigail	\$8.60 / Hour
Sanchez, Nicky	\$8.60 / Hour
Williams, Novelyn	\$8.60 / Hour
<u>Counselor / Coordinator (1 on1) #81083</u>	
Gonzalez, Abigail (as of 7/2/18)	\$15.00 / Hour
<u>Game On #81086</u>	
Rocco, Julian	\$8.60 / Hour
Salinas, Simon	\$8.60 / 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 July 24, 2018.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Deheert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonelli				

Resolution No. _____

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

**A RESOLUTION OF THE TOWN OF SECAUCUS ACCEPTING THE WITHDRAWAL
OF THE BID OF GRADE CONSTRUCTION FOR THE BORN STREET LAIF
OUTFALL PIPE PROJECT**

WHEREAS, the Mayor and Council of the Town of Secaucus received responses to its Fair and Open Solicitation Process for the Born Street LAIF Outfall Pipe Project on July 12, 2018 pursuant to N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, on July 19, 2018, Grade Construction notified the Town in writing, through its agent, that it was formally requesting to withdraw its bid due to a significant mathematical error; and

WHEREAS, based on the reasons presented, legal considerations and the recommendation of the Town Engineer, Remington Vernick and Town of Secaucus' Office of Purchasing, Council is accepting the withdrawal.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the above statements are incorporated herein and that the request of Grade Construction to withdraw its bid for the Born Street LAIF outfall Pipe Project is accepted pursuant to N.J.S.A. 40A:11-23.3; and

BE IT FURTHER RESOLVED that any bid bond or guarantee put forth by Grade Construction shall be returned and Grade Construction shall be disqualified from future bidding on the same project; and

BE IT FURTHER RESOLVED that the Mayor and/or the Town Administrator and/or the Purchasing Agent are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: July 24, 2018



110 Pennsylvania Avenue Paterson, NJ 07503
P: 973.925.4021 F: 973.782.5958

July 19, 2018

(Via Email to Robert Nash)

Town of Secaucus
103 Paterson Plank Road
Secaucus, NJ 07094

Attn: Gary Jeffas, Esq., Business Administrator and Mr. Richard Arango, P.E. of Remington & Vernick Engineers, Inc., Executive Vice President
(Robert Nash <Robert.Nash@rve.com>)

Re: Withdrawal of Bid
Contract No.: Born Street Laif Outfall Pipe

Dear Mr. Jeffas:

Grade Construction ("Grade") hereby withdraws its bid which it submitted to the Town of Secaucus, Hudson County on or about July 12, 2018 in connection with the referenced contract (the "Contract"). Grade withdraws its bid because of a mathematical mistake in connection with the computation of the bid amount.

Specifically, the total amount of the bid was \$418,283.60. However, the employee of Grade who computed the bid on the company's software system inadvertently failed to post the production rates for the pipe to be used in connection with the Contract. Therefore, if the bid had been correctly computed to include the production rates, the total amount of the bid would have been substantially higher.

The employee of Grade who computed the bid on the company's software system was very meticulous and accurate in computing every other category of labor and materials, but somehow failed to include this significant component of the Contract.

This unintentional omission to include the substantial cost of the production rates reveals the following: (a) the enforcement of the contract, if actually made, would be unconscionable; (b) the mistake relates to a material feature of the contract; and (c) the mistake occurred notwithstanding the fact that Grade exercised reasonable care in the preparation of the bid.

Further, there are seven additional bidders for this Contract. Therefore, Town of Secaucus will not be seriously prejudiced from the withdrawal of Grade's bid.

Based on the foregoing, we respectfully request that Town of Secaucus permit Grade to withdraw its bid on account of this inadvertent and significant mistake.

Additionally, please return the original bid bond which was submitted to Town of Secaucus on behalf of Grade.

Please contact me promptly if Town of Secaucus requires any additional documents or information.

Thank you for your consideration.

Very truly yours,

GRADE CONSTRUCTION

By: _____

Ralph A. Diaco, President

Cc: RAD/KL

Mr. Richard Arango, P.E. of Remington & Vernick Engineers, Inc.

Resolution No. _____

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

**A RESOLUTION TO AWARD THE CONTRACT FOR THE BORN STREET LAIF
OUTFALL PIPE PROJECT**

WHEREAS, on July 12, 2018, the following eight (8) bids were received for the Born Street LAIF Outfall Pipe Project:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1) Grade Construction	\$418,283.60
2) T.R. Weniger, Inc.	\$620,333.60
3) CMS Construction, Inc.	\$627,533.60
4) Persistent Construction, Inc.	\$642,273.60
5) Kulpeksa Land Improvement Corp.	\$729,223.60
6) Zenith Construction Services, Inc.	\$747,333.60
7) Montana Const. Corp., Inc.	\$857,549.60
8) J. Fletcher Creamer & Son, Inc.	\$954,563.60

WHEREAS, Subsequent to submission of their bid, Grade Construction requested the bid be withdrawn as a result of a significant mathematical error and the Town agreed to the withdrawing of the bid; and

WHEREAS, it has been determined that T.R. Weniger, Inc, of 1900 New Brunswick Avenue, Piscataway, New Jersey 08854 is the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer has determined that there are sufficient funds in the 2018 budget to award this project.

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 Born Street LAIF Outfall Pipe Project to T.R. Weniger, Inc. in an amount not to exceed \$ 620,333.60.

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator and/or their designee are hereby authorized to execute any documents regarding the awarding of the contract for the Born Street LAIF Outfall Pipe Project; and

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

Adopted: July 24, 2018

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 May 9, 2017.

Town Clerk

Mayor

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

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1, in Account Number:

Amount \$ 620,333.60 Date 7/12/18

Signed: Nicholas Goldsack

08-3000-00-92310-003 .495,000
 10-2150-55-70605-011-124,344.
 10-2150-55-70604-002 988 70
620,333.60

Resolution No. _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below person is hereby appointed as the Construction Code Official of the Town of Secaucus full time in the Construction Department (#32000) retroactive to February 27, 2018, as follows:

Carl Leppin III \$125,000.00/ annum

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 April 10, 2018.

Town Clerk Mayor

Motion:	Yes	No	Abstain	Ahsent
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
EXTENDING THE VENDING MACHINE SUPPLY, MAINTENANCE
AND REPAIR SERVICE CONTRACT TO J.A.A. ENTERPRISES, INC.**

WHEREAS, Resolution No. 2017-270 awarded a contract to J.A.A. Enterprises, Inc. of 6005 Adams Street, West New York, New Jersey to provide vending machine supply, maintenance and repair services to the Town of Secaucus, County of Hudson, at specified locations in the Town; and

WHEREAS, the Town of Secaucus has the continued need for the Contract for the vending machine supply, maintenance and repair; and

WHEREAS, the Town of Secaucus would like to continue the existing contract as set forth in the specifications, bid and this Resolution for a one (1) year extension period, utilizing the first of two (2) available one (1) year renewals.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that the Town's contract with J.A.A. Enterprises, Inc. to provide vending machine supply, maintenance and repair services be continued for one (1) year at One Thousand Three Hundred and Sixty Dollars (\$1,360.00) flat fee from J.A.A. Enterprises, Inc. as quoted in their bid package; and

BE IT FURTHER RESOLVED, that the specifications, bid and Resolution shall constitute the requisite contract in this matter and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED, that J.A.A. Enterprises, Inc. shall provide any and all updated compliance information requested by the Town of Secaucus' Office of Purchasing, which may include but is not limited to, proof of continued insurance coverage; and

BE IT FURTHER RESOLVED, that the Mayor and/or the Town Administrator and/or the Purchasing Agent are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: July 24, 2018

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING THE SALE OF CONFISCATED OR ABANDONED
VEHICLES BY THE SECAUCUS POLICE DEPARTMENT**

WHEREAS, the Town of Secaucus Police Department has acquired certain property, namely vehicles, through impoundment and abandonment, which have not been claimed and their required waiting period has expired for the owner to claim the property; and

WHEREAS, N.J.S.A. 39:10A-1 et seq. sets forth the procedure for disposition of confiscated or abandoned vehicles in the possession of a municipality and provides that when such vehicles remain unclaimed by the owner for a period of thirty (30) days, they may be sold at public auction in a public place. The public agency must give notice of the sale by certified mail, to the owner, if his name and address are known and to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication; and

WHEREAS, the Town of Secaucus Police Department has requested that the attached vehicles be auctioned and the services of Caspert Management Co., Inc. be utilized for the provision of auctioneer services for vehicles; and

WHEREAS, the Town of Secaucus has previously authorized Caspert Management Co., Inc. to provide said services pursuant to **Resolution 2016-68** dated February 9, 2016; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus in the County of Hudson, State of New Jersey, hereby declare that the personal property, namely vehicles listed below have not been claimed nor determined stolen and should be sold in accordance with the appropriate statutes of the State of New Jersey, N.J.S.A. 39:10A-1 et seq. and N.J.S.A. 40A:14-157; and

<u>YEAR/MAKE/MODEL</u>	<u>BODY TYPE</u>	<u>COLOR</u>	<u>VIN #</u>
1989 Buick Le Sabre	4 Door	White	1G4HP54C5KH460433
1999 BMW 323	2 Door	Blue	WBABF8338XEH63182
2002 Chevrolet Impala	4 Door	Silver	2G1WF52E629341757
2001 Ford F250	Pickup	Black	1FTNX21F21EA11487
1995 Isuzu	Box Truck TK	White	JALC4B1KXS7020679
2003 Nissan Sentra	4 Door	Silver	3N1AB51D23L722125
1995 Honda Accord	4 Door	Blue	JHMCD5533SC029980
1992 Ford Bronco	2 Door	Red	1FMEU15N9NLA02917
2000 Honda Accord	4 Door	Gray	1HGCG16S3YA038282
2007 Honda Civic	4 Door	Blue	1HGFA16867L134905
1997 Lexus SC400	2 Door	Black	JT8CH32YXV1000470

2006 Mazda MPV	4 Door	White	JM3LW28A260557769
1999 Ford Taurus	4 Door	Beige	1FAFP53U4XA312849
2006 Dodge Charger	4 Door	Blue	2B3KA43G26H136576
2000 Isuzu	Box Truck TK	White	JALB4B140Y7002410
2005 Cadillac STS	4 Door	White	1G6DW677250200295
1999 Mitsubishi Diamante	4 Door	Tan	6MMA47P8XT001258
2007 Honda Accord	4 Door	Silver	1HGCM56757A075303
2002 Chrysler PT Cruiser	4 Door	Blue	3C4FY48B82T200954
2004 Land Rover Discovery	4 Door	Gray	SALTW19444A852335
2006 Infiniti M35	4 Door	Blue	JNKAY01E6M107878
2002 Ford Windstar	4 Door	Red	2FMZA51422BA80949
2013 Chevy Malibu	4 Door	Blue	1G11C5SA4DF341024
2001 Ford Explorer	2 Door	Gold	1FMYU70E81UC20942
2000 Nissan Sentra	4 Door	Silver	3N1CB51D7YL339202
1993 BMW 525	4 Door	Green	WBAHD6311PBJ92796
1996 Nissan Maxima	4 Door	Green	JN1CA21D6TT133035
2006 Ford Fusion	4 Door	Red	3FAFP07Z56R147553
2003 Ford Focus	4 Door	Blue	1FAFP38303W328788
2006 Mercury Mountaineer	4 Door	Black	4M2EU36E86UJ02429
2000 Mazda Protégé	4 Door	Black	JM1BJ2221Y0246812
2002 Honda Accord	4 Door	Black	1HGCG66872A132664
1996 Toyota Corolla	4 Door	Tan	2T1BA02E2TC141175
2002 Chrysler Voyager	Wagon	White	1C4GJ25382B652365
2001 Chevy Impala	4 Door	White	2G1WF55E319171299
2001 Audi A4	4 Door	Black	WAUDH68D61A05133
1998 Honda Accord	4 Door	Green	1HGCG5648WA000137
2003 Mercedes ML55	4 Door	Silver	4JGAB75E83A376614
2009 Toyota Corolla	4 Door	Gray	JTDBL40E799081400
2002 Nissan Sentra	4 Door	Gray	3N1CB51DX2L654616
1995 Homemade Trailer	Flat Bed	Black	NOVIN0200457359
1999 Lincoln Concord	4 Door	Gold	1LNHM97V6XY705101
2008 Dodge Ram1500	Pick-up	White	1D7HA16K18J156333
2008 Mercedes Benz C300	4 Door	Silver	WDDGF1X48F161361
2016 Kaufman	Auto Carrier TL		5VGFE4430GL002462
2000 Nissan Maxima	4 Door	Black	JN1CA31D5YT702325
1997 Mercury Grand Marquis	4 Door	Tan	2MELM74WXVX682496
1996 BMW 328i	4 Door	Silver	WBACD4325TAV43975
2014 Honda CRV	4 Door	Gray	2HKRM4H31EH609416
2010 Dodge Charger	4 Door	White	2B3CA3CVXAH285856
2007 Honda Civic	2 Door	Gray	2HGFG11837H581789
2008 Dodge Charger	4 Door	Black	2B3KA43G88H2263741
1999 Honda Accord	2 Door	Purple	1HGCG2259XA007211
2006 Kenworth T27	MC	Red	JKAENV136A198501
2002 Toyota Camry	4 Door	White	4T1BE32KX2U001190

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes and directs the Town Clerk or his designee to offer for sale to the highest bidder at a Public Auction, the property/vehicles on the attached schedule.

BE IT FURTHER RESOLVED, that the public auction and sale shall take place at the lot at the entrance of Laurel Hill Park at 595 County Avenue, Secaucus, on August 28, 2018 at 11:00 a.m. Property/Vehicles may be inspected at 595 County Avenue, beginning at 9:00 a.m. on the morning of the auction and sale on August 28, 2018.

BE IT FURTHER RESOLVED, that the Town of Secaucus is authorizing Caspert Management Co., Inc. to provide the services for public auction and sale.

BE IT FURTHER RESOLVED, that the Town reserves the right to accept or reject any and all bids at the public sale.

BE IT FURTHER RESOLVED, that this resolution shall be published in a local newspaper with the final publication at least five (5) days prior to the date of the auction.

BE IT FURTHER RESOLVED, that a bank check, money order or cash for the total bid is payable and required at the time of the auction.

BE IT FURTHER RESOLVED, that all property/vehicles will be sold in an “as is” condition with no warranty, express or implied. The buyer is solely and fully responsible for the removal of the property/vehicle and all costs associated with such. All sales are final.

BE IT FURTHER RESOLVED, that all items/vehicles are subject to the rules set forth by the auctioneer, including but not limited to, the removal of all property/vehicles from the auction lot within twenty-four (24) hours.

Adopted: July 24, 2018

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 July 24, 2018.

Town Clerk

Mayor

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