

**TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - JUNE 23, 2020
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

APPROVAL OF MINUTES

Resolution approving the minutes of the Regular Meetings of April 28, 2020, May 12, 2020 and May 27, 2020

ADOPTION OF THE 2020 MUNICIPAL BUDGET FOR THE TOWN OF SECAUCUS

ORDINANCES FOR INTRODUCTION

Ordinance No. 2020-10: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Deletion of a handicapped parking spot on Ninth Street)

Ordinance No. 2020-11: An ordinance amending Chapter 12 of the Code of the Town of Secaucus entitled "Fire Department" to include the Marine Division

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for an Off-Premise Fair Share Raffle to be held on September 13, 2020, sponsored by Immaculate Conception Church

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1)Acceptance of Andre Sanchez as a Probationary Firefighter in Tower 2
- 2)Acceptance of Jake Borrelli as a Member of Resuce Co. #1, Engine Co. 2, effective June 4, 2020
- 3)Application for use of Kane Stadium by Secaucus Max Challenge for work out classes to be used until facility is allowed to reopen
- 4)Application for use of Kane Stadium by Crossfit Secaucus for work out classes to be used until facility is allowed to reopen

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 6/23/20

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

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

- 1) Resolution authorizing approval to submit a grant application and execute a Grant Agreement with the New Jersey Department of Transportation for Front Street Roadway Improvements Fiscal Year 2021
- 2) A resolution on behalf of the Town of Secaucus authorizing to advertise and receive bids related to 2020 Road Program for Sixth Street
- 3) A resolution on behalf of the Town of Secaucus authorizing member participation in a Cooperative Pricing System
- 4) A resolution on behalf of the Town of Secaucus authorizing the contract for the purchase of sports uniforms to Spectrum Works
- 5) Resolution appointing Thomas R. Hering, Jr. and Jesus A. Rodriguez-Ferreira to the position of Probationary Police Officers for the Secaucus Police Department, each with a base salary of \$35,000 per annum, plus any contractual stipends effective June 23, 2020
- 6) Resolution appointing Counselors and Arts and Crafts Counselors to the seasonal part-time Summer Day Camp Programs
- 7) Resolution appointing Assistant Managers, Lifeguards, Maintenance Personnel, Custodians and Clerical/Gate Personnel to the Secaucus Swim Club, subject to programs returning to normal schedules
- 8) Resolution appointing Sean Heaney as a Seasonal Part-Time Intern to the Environmental Department, effective June 2, 2020 at the hourly rate of \$10.30 and Reetu Parikh as a Seasonal Part-Time Intern to the Administration Department, effective June 15, 2020, at the hourly rate of \$10.30
- 9) Resolution appointing directors for Recreation Soccer, Travel Soccer, Cheer, Football and Hockey for the Seasonal Fall Sports Programs, subject to the Governor's guidelines/restrictions
- 10) Resolution granting an unpaid leave of absence with continued life insurance and pension purposes to Katrina Tavarez effective July 1, 2020 to 10/2/2020
- 11) A resolution on behalf of the Town of Secaucus regarding authorization to advertise and receive bids for the provision of vending machine supply, maintenance and repair services
- 12) Resolution authorizing the suspension of street sweeping enforcement through June 30, 2020 in the Town of Secaucus
- 13) A resolution on behalf of the Town of Secaucus authorizing an election for the Battalion Chief with the Secaucus Volunteer Fire Department
- 14) A resolution on behalf of the Town of Secaucus authorizing the use of veterinary services
- 15) A resolution on behalf of the Town of Secaucus authorizing electronic tax sales
- 16) A resolution on behalf of the Town of Secaucus authorizing electronic tax sales by NJ Tax Lien Investors/Realauction.com
- 17) A resolution on behalf of the Town of Secaucus for approval of Change Order #2 to a contract with D&L Paving Contractors, Inc. for Millridge Road Improvements
- 18) A resolution on behalf of the Town of Secaucus adopting Secaucus Volunteer Fire Department Standard Operating Procedures/Guidelines
- 19) Resolution to amend 2020 Municipal Budget for the Town of Secaucus

TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, that the minutes of the Regular Meetings of April 28, 2020, May 12, 2020 and May 27, 2020 are hereby approved.

June 23, 2020

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 June 23, 2020.

Town Clerk

Mayor

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

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

ORDINANCE NO. 2020-10

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Ninth Street	West	On the west side of Ninth Street, beginning at a point 432 feet south of the southwest corner of Centre Avenue and Ninth Street continuing south for a distance of 22 feet in front of 711 Ninth Street

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 23, 2020 and finally adopted by the Mayor and Council on July 28, 2020.

Town Clerk

Mayor

Introduction 6-23-20

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

Adoption 7-28-20

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

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

ORDINANCE NO. 2020-11

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF THE TOWN OF SECAUCUS
ENTITLED "FIRE DEPARTMENT" TO INCLUDE THE MARINE DIVISION**

WHEREAS, the Mayor and Council recognize that the safety of all residents and the protection of buildings and structures is of utmost concern and that the ability to provide emergency services both on land and on water is critical to the protection of the public; and

WHEREAS, the Town of Secaucus Volunteer Fire Department serves the fire and emergency response needs of the municipality and is governed by T.O. 12-1 et seq.; and

WHEREAS, the Fire Chief has recommended an addition to the Town Ordinance to include and specify the duties and direction of the Marine Division.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the following provisions shall be added to Chapter 12 of Code of the Town of Secaucus:

§12-23. Marine Division

The Marine Division is composed of the Marine Units assigned to the Secaucus Fire Department. Division duties are to protect the waterways, structures, vessels, people, and wildlife within the Town of Secaucus and neighboring communities. Members of the Marine Division shall meet all of the qualifications, training, certifications and age as set forth in the Town Ordinance and the Marine Division Standard Operating Procedures and Guidelines (SOGs).

§12-24. Marine Division Captains

There shall be two (2) Captains designated to oversee the Marine Division under the direction of the Chief. Captains shall oversee all training for each vessel, maintain maintenance logs of each vessel, and coordinate any repairs required.

The two (2) Captains shall have all of the responsibilities and duties of an Engine, Rescue, or Ladder company officer and be certified to an ICS 400 by the State of New Jersey. They shall have served in a Company with, at a minimum, rank of Captain. They shall also be Coast Guard certified with a minimum of fifteen (15) years of experience of operating a vessel on tidal waterways. Captains shall also meet all of the other requirements as set forth in the Town Ordinance and in the Standard Operating Procedures and Guidelines (SOGs).

Captains shall receive all of the benefits of the rank of Captain, however, at a fire scene, the Captain of the particular Company they are assigned to is in charge unless requested to assist.

1. There are no other changes to this Chapter of the Code of the Town of Secaucus.
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 12 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 _____, 2020 and finally adopted by the Mayor and Council on _____, 2020.

Town Clerk

Mayor

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

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

COUNCIL OF THE TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A
GRANT APPLICATION AND EXECUTE A GRANT
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR FRONT STREET ROADWAY
IMPROVEMENTS FISCAL YEAR 2021**

WHEREAS, the New Jersey Department of Transportation is making available grant funding for transportation infrastructure improvements through the fiscal year 2021 Municipal Aid Program; and,

WHEREAS, the Town of Secaucus wishes to apply for and obtain funding from the New Jersey Department of Transportation for the completion of improvements to Front Street between 10th Street and Paterson Plank Road.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Secaucus formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor or Town Administrator and Clerk are hereby authorized to submit an electronic grant application identified as MA-2021-Front Street Preservation Project-00442 to the New Jersey Department of Transportation on behalf of the Town of Secaucus.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Secaucus and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this 23rd day of June, 2020

Michael Marra
Town Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approved the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Michael Marra
Town Clerk

Michael Gonnelli
Mayor

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

**TOWN OF SECAUCUS
COUNTY OF HUDSON
RESOLUTION**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING TO ADVERTISE AND RECEIVE BIDS RELATED TO 2020 ROAD
PROGRAM FOR 6TH STREET**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, that the Town Clerk is hereby authorized to advertise for and receive bids for work on the **2020 Road Program for 6th Street**.

June 23, 2020

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 June 23, 2020.

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
MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing Systems and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Union, hereinafter referred to as the “Lead Agency”, has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on June 23, 2020 the governing body of the Town of Secaucus, County of Hudson, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

TITLE

This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Town of Secaucus

AUTHORITY

Pursuant to N.J.S.A. 40A:11-11(5) the Chief Executive Officer of the Town of Secaucus is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency

COTRACTING UNIT

The Lead Agency shall be responsible for complying with provisions of the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey

EFFECTIVE DATE

This resolution shall take effect immediately upon passage

BE IT FURTHER RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, authorized the Town of Secaucus to participate in the Union County Cooperative Pricing Agreement and execute a Cooperative Pricing Agreement with the County of Union upon its approval by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, that the County of Union as Lead Agency is expected to comply with the provisions of the Local Public Contracts Law (N.J.S.A 40A:11-2 et seq.) and all of the provisions of the revised statutes of the State of New Jersey.

Adopted: June 23, 2020

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 June 23rd, 2020.

Town Clerk

Mayor

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

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
CONTRACT FOR THE PURCHASE OF SPORTS UNIFORMS TO SPECTRUM
WORKS**

WHEREAS, the Department of Recreation has a continuing need for the provision of Sports Uniforms for its recreation teams; and

WHEREAS, Spectrum Works of 565 Windsor Drive, Secaucus, New Jersey, has been identified to provide a portion of the Contract with the Town of Secaucus and is identified as a "Sheltered Workshop" as defined by the Internal Revenue Code as an entity that incorporates individuals with autism into its workforce; and

WHEREAS, the Town of Secaucus, Department of Recreation has received the attached quotation from Spectrum Works for the provision of Sports Uniform Shirts and other articles for its recreation teams for 2020 and 2021; and

WHEREAS, the Finance Director certifies that funds are available for these services in the 2020 Municipal Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, to award a contract to Spectrum Works, a Sheltered Workshop, to provide a portion of the Sports Uniform Contract pursuant to N.J.S.A. 40A:11-5(1)(n) for a one (1) year period; and

BE IT FURTHER RESOLVED, that the attached quote and Resolution shall constitute the requisite contract in this matter for pricing per item, understanding that actual quantities may be variable as the teams are formed each season, and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED, that Spectrum Works 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 Town Administrator is hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: June 23, 2020

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 June 23rd, 2020.

Town Clerk

Mayor

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

RESOLUTION: _____

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

BE IT RESOLVED, by the Mayor and Town Council of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the Police Chief and Police Committee the person(s) listed below are hereby appointed to the position of Probationary Police Officers for the Secaucus Police Department (#31002). These positions are based on the collective bargaining contractual agreement step #1 with a base salary of \$35,000.00 per annum, plus any contractual stipends effective July 2, 2020 as follows:

- 1. Thomas R. Hering, Jr.
- 2. Jesus A. Rodriguez-Ferreira

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 June 23rd, 2020.

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that pursuant to the recommendation of the Michael Pero, Superintendent of Recreation that the below person(s) are hereby appointed and reappointed as Counselors to the various seasonal part time Summer Day Camp Programs, subject to the restrictions of programs returning to normal schedules as follows:

<u>Counselors (#81083)</u>		<u>Hourly Rate</u>
Ahmed	Maryam	\$10.30 / Hour
Africa	Nikolas	\$10.30 / Hour
Alp	Housein	\$10.30 / Hour
Andal	Alyana	\$10.30 / Hour
Angulo	Marietta	\$10.30 / Hour
Antonova	Kseniya	\$10.30 / Hour
Badarelli	Rita	\$10.30 / Hour
Basireddy	Eshika	\$10.30 / Hour
Cabezas	Gabriela	\$11.00 / Hour
Chapa Lozardo	Fanny	\$10.30 / Hour
Chirino	Luciano	\$10.30 / Hour
Chokas	Steven	\$10.30 / Hour
Christo	Tabitha	\$10.30 / Hour
De La Cruz	Olga	\$10.30 / Hour
Espino	David	\$10.30 / Hour
Fearon	Justyn	\$11.00 / Hour
Freyer	Molly	\$10.30 / Hour
Georgopoulos	Heather	\$10.30 / Hour
Hassan	Malak	\$10.30 / Hour
Hopkins	Liliana	\$10.30 / Hour
Jakhotiya	Kushi	\$10.30 / Hour
Jasiczek	Amanda	\$10.30 / Hour
Jhamatt	Harveen	\$10.30 / Hour
Jones	Travis	\$10.30 / Hour
Khan	Zara	\$10.30 / Hour
Munoz	Irene	\$10.30 / Hour
Ocumares	Iris	\$10.30 / Hour
Paone	Samantha	\$10.30 / Hour
Postel	William	\$10.30 / Hour
Saman	Jamil	\$10.30 / Hour
Sanci	Carmelina	\$10.30 / Hour
Simerman	Phyllis	\$10.30 / Hour
Shah	Monal	\$10.30 / Hour

Toro	Cody	\$10.30 / Hour
Trieu	Vicky	\$10.30 / Hour
Wang	Sofia	\$10.30 / Hour

<u>Arts & Crafts (#81084)</u>		<u>Hourly Rate</u>
Ahmed	Hafsa	\$10.30 / Hour
Ahmed	Maryam	10.30 / Hour
Advani	Alysha	\$10.30 / Hour
Alfarano	Joseph	\$10.30 / Hour
Cucchiara	Mia	\$10.30 / Hour
Garcia	Amiya	\$10.30 / Hour
Langrehr	Ella	\$10.30 / Hour
Matos	Thomas	\$10.30 / Hour
Mundo	Linus	\$10.30 / Hour
Pande	Avni	\$10.30 / Hour
Patel	Tej	\$10.30 / Hour
Peet	Rachel	\$10.30 / Hour
Rajwani	Shivam	\$10.30 / Hour
Ramirez	Ramdorf	\$10.30 / Hour
Weinowitz	Carolina	\$10.30 / Hour
Weinowitz	Sydney	\$10.30 / 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 June 23rd, 2020.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Pirro				
Councilman Dehnert				
Councilman Gerbasio				
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 Department the following persons are hereby appointed to the various summer seasonal part time positions at the Swim Club (#87000), **below, subject to programs returning to normal schedules:**

<u>Asst. Manager</u>	<u>Hourly Rate</u>
Flanagan, John	\$15.00 / Hour
Damato, Dana	\$15.00 / Hour

<u>Lifeguards</u>	<u>Hourly Rate</u>
Angulo, Grace	\$12.00 / Hour
Costantino, Alex	\$12.00 / Hour
Costantino, Dean	\$12.00 / Hour
Dunn, Samantha	\$12.00 / Hour
Furman, Daniel – pending passing test	\$12.00 / Hour
Futterer, Kasandra	\$12.00 / Hour
Kashian, Natalie	\$12.00 / Hour
Khoe, Samantha	\$12.00 / Hour
Kriss, Adam	\$12.00 / Hour
Lees, Zachary	\$12.00 / Hour
Leon, Joe	\$12.00 / Hour
Marrero, Marita – pending passing test	\$12.00 / Hour
Megani, Yug	\$12.00 / Hour
Ngo, Michaelle	\$12.00 / Hour
O’Connell, Brian	\$12.00 / Hour
Rocco, Jordon	\$12.00 / Hour
Rogers, Michael	\$12.00 / Hour
Tejwanit, Anish – pending passing test	\$12.00 / Hour
Virgen, Daniel	\$12.00 / Hour

Maintenance

Mastropietro, John

Hourly Rate

\$11.00 / Hour

Custodians

Hamby, Tyler

Hourly Rate

\$10.30 / Hour

Lama, Jaming

\$10.30 / Hour

Langrehr, Dylan

\$10.30 / Hour

Mack, Kenneth

\$10.30 / Hour

Pascale, Joshua

\$10.30 / Hour

Clerical / Gate

Galang, Sabina

Hourly Rate

\$10.30 / Hour

Gmitter/Buckingham, Meredith

\$10.30 / Hour

Sedel, Madison

\$10.30 / Hour

Mazurkiewicz, Carly

\$10.30 / Hour

Roch, Nicole

\$10.30 / Hour

Worthington, Randy

\$10.30 / Hour

Wang, Sofia

\$10.30 / 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 June 23rd, 2020.

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, following person(s) are hereby reappointed to the seasonal part time Intern positions in the various Departments as follows:

- Heaney, Sean – Environmental (#5523 start 6/02/20) \$10.30 / Hour
- Parikh, Reetu – Administration (#5591 start 6/15/20) \$10.30 / 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 June 23rd, 2020.

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
SECAUCUS NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Michael Pero, Superintendent Recreation Department that the below person(s) are reappointed to the seasonal **Fall Sports Programs (#81081)**, subject to the governor’s guidelines / restrictions of programs schedule of operations as follows:

<u>Directors:</u>	
Rec Soccer – Marin, Jennifer	\$2,250.00 / voucher
Travel Soccer- Tsirogiannis, George	\$2,250.00 / voucher
Cheer – Severino-Feli, Kerry	\$3,000.00 / voucher
Football – Pena, Sean	\$3,000.00 / voucher
Hockey – Robinson, Cory	\$3,000.00 / voucher

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on June 23rd, 2020.

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
SECAUCUS 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 full-time employee in the Town Clerk’s office is hereby granted an unpaid leave of absence with continued life insurance and pension purposes:

- Tavarez, Katrina
- effective 7/01/2020 to 10/02/2020

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 June 23rd, 2020.

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
REGARDING AUTHORIZATION TO ADVERTISE AND RECEIVE BIDS
FOR THE PROVISION OF VENDING MACHINE SUPPLY, MAINTENANCE
AND REPAIR SERVICES**

WHEREAS, the Town of Secaucus requires the provisions of vending machine supply, maintenance and repair services for vending machines located throughout the Town at buildings and properties owned by the Town of Secaucus and utilized for municipal and public use.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Town Clerk is hereby authorized to advertise for and to receive bids from vendors for the provision of vending machine supply, maintenance and repair services located throughout the Town at buildings and properties owned by the Town of Secaucus.

Adopted: June 23, 2020

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 June 23, 2020.

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

Resolution No. _____

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

**RESOLUTION AUTHORIZING THE SUSPENSION OF STREET SWEEPING
ENFORCEMENT THROUGH JUNE 30, 2020,
IN THE TOWN OF SECAUCUS**

WHEREAS, the Mayor and the Town Council had determined in **Resolution No. 2019-237** that the enforcement of street sweeping in the Town of Secaucus should be suspended from December 16, 2019 through March 16, 2020 during the winter weather months and subsequently suspended by **Resolutions 2020-82 and 2020-99** through May 31, 2020, for parking convenience of the residents and public during the state of emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, ratify the Council consensus that the suspension of enforcement of street sweeping in the Town of Secaucus shall be granted an extension through June 30, 2020 due to the ongoing state of emergency; and

BE IT FURTHER RESOLVED that all other parking signs and advisories shall remain in effect and be enforced; and

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

Adopted: June 23, 2020

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 June 23, 2020.

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 AN ELECTION FOR THE BATTALION CHIEF WITH THE
SECAUCUS VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the current term of Fire Chief Carl Leppin III runs through December 31, 2020 and the Town of Secaucus desires to appoint a new Fire Chief effective January 1, 2021 for the Town of Secaucus' Volunteer Fire Department; and

WHEREAS, to promote continuity of operations and to have an effective transition period, the Fire Chief has recommended that the new Battalion Chief process begin in October 2020 with nominations for an election in November 2020.

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

1. Authorize the nomination process for the new Battalion Chief to begin in October 2020 in accordance with T.O. §12-4.
2. Approve the Fire Chief's election to be held on November 19, 2020 for a term to commence on January 1, 2021 in accordance with T.O. §12-4.
3. Provide that Notice of the election shall be given in accordance with T.O. §12-4(B)(3).

BE IT FURTHER RESOLVED, that the Mayor, the Town Administrator and/or the Fire Chief or their designee, are hereby authorized to enter into any necessary agreements and take any action necessary to effectuate the spirit and intent of this Resolution.

Adopted: June 23, 2020

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

Town Clerk

Mayer

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE USE OF VETERINARY SERVICES**

WHEREAS, the Town of Secaucus Animal Shelter the need to utilize the services of local Veterinarians for the medical care of local animals; and

WHEREAS, in accordance with N.J.S.A. 40A:11-1, the Town of Secaucus duly advertised for the receipt of proposals, with a submission date of March 28, 2020; and

WHEREAS, on March 28, 2020 the Town did not receive any proposals for these services: and

WHEREAS, as the use of Veterinary Services is urgently needed, the Town of Secaucus Animal Shelter has utilized the services of the following vendors for this service:

Secaucus Animal and Laser Center
Lyndhurst Animal Hospital
Twin Oaks

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the use of Veterinary Services from Secaucus Animal and Laser Surgery Center, Lyndhurst Animal Hospital, and Twin Oaks; and

BE IT FURTHER RESOLVED, that Secaucus Animal Hospital and Laser Surgery Center, Lyndhurst Animal Hospital, and Twin Oaks shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

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

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

Adopted: June 26, 2020

Town Clerk

Mayor

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING ELECTRONIC TAX SALES**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, upon the recommendation of the Tax Collector, the Town of Secaucus wishes to participate in electronic tax sales pursuant to N.J.A.C. 5:33-1.1; and

WHEREAS, the rules and regulations require a municipality to provide notice of the tax sales; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of Twenty-five Dollars (\$25.00) for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Town of Secaucus wishes to charge Twenty-five Dollars (\$25.00) for required notices, which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Tax Collector is authorized to set up and conduct electronic tax sales pursuant to statutory requirements and the regulations set forth by the Division of Local Government Services; and

BE IT FURTHER RESOLVED, by the Mayor and Council for the Town of Secaucus that a fee of Twenty-five Dollars (\$25.00) for required notices be established and is hereby authorized and directed to be charged for each tax sale that is sent in conjunction with the 2020 electronic tax sale; and

BE IT FURTHER RESOLVED that the Tax Collector or their designee is hereby authorized to take any action necessary to effectuate said purpose and intent.

Adopted: June 23, 2020

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 June 23, 2020.

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

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement ("**Agreement**") entered into as of _____, 2020 (the "**Effective Date**"), between the Town of Secaucus, Hudson County, a municipal subdivision of the State of New Jersey ("**Municipality**"), and RealAuction.com LLC ("**Contractor**"), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("**Tax Certificates**").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "**DCA**") pursuant to N.J.S.A. 54-5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the "**New Regulations**") governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the "**LFN**", together with the New Regulations, as either may be amended in the future, the "**Electronic Sale Regulations**"); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com ("**ROK**") serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "**Services**") for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal ("**RFP**") or Request for Quotation ("**RFQ**") issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the "**Final RFP/RFQ**"), are hereby incorporated as if fully set forth herein and are expressly included in the defined term "Services." The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the "**Server**") for the Web Site. As used herein, the term "**Web Site**" shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators ("**Auction Administrator(s)**") and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, "**Bidders**").
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor's internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results upon completion of the auction.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "Municipality Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date, and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted

data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours of receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. **Limited Agency Created; No Third Party Beneficiaries Intended.** For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. **Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (hard crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. **Entire Understanding; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. **Assignment.** Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. **Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. **Severability.** If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

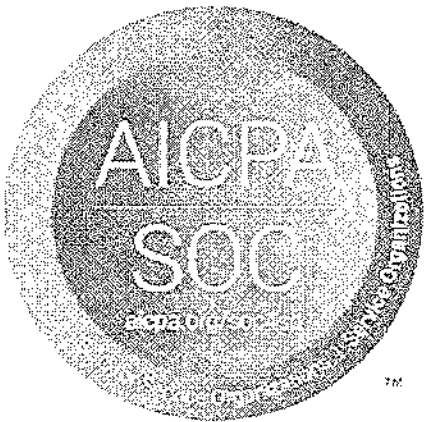
13. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.


For Municipality: Town of Secaucus, Hudson County

Name: _____
Title: _____
Date: _____

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*




For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Roitburg
Title: Chief Executive Officer

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING ELECTRONIC TAX SALES BY NJ TAX LIEN
INVESTORS/REALAUCTION.COM**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/Realauction.com to conduct electronic tax sales; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sales process; and

WHEREAS, the Town of Secaucus wishes to participate and is authorizing electronic tax sales in a companion resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale utilizing the services of NJ Tax Lien Investors/Realauction.com; and

BE IT FURTHER RESOLVED, by the Mayor and Council for the Town of Secaucus that NJ Tax Lien Investors/Realauction.com is hereby approved as a vendor and directed to be utilized for each notice of tax sale that is sent in conjunction with the 2020 electronic tax sale at a price of Fifteen dollars (\$15.00) per line item advertised; and

BE IT FURTHER RESOLVED that the Town Administrator and the Tax Collector or their designee are hereby authorized to execute any contracts and take any action necessary to effectuate said purpose and intent.

Adopted: June 23, 2020

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 June 23, 2020.

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
FOR APPROVAL OF CHANGE ORDER #2 TO A CONTRACT WITH D & L PAVING
CONTRACTORS, INC FOR MILLRIDGE ROAD IMPROVEMENTS**

WHEREAS, the Town of Secaucus awarded a contract to D & L Paving Contractors, Inc. for Millridge Road Improvements under resolution 2019-197 in the amount of \$856,628.55; and

WHEREAS, Change Order #1 was awarded under resolution 2020-63 which reduced the total contract cost by Fifty-Two Thousand Six Hundred Fifty Dollars 00/100 (\$52,650.00); and

WHEREAS, it has been determined that increase of work is need, including additional excavation and materials, which will increase the total contract cost by Twenty-Eight Thousand Nine Dollars and 84/100 (28,009.84); and

WHEREAS, there is a need for a Change Order #2 to increase the contract with D & L Paving Contractors, Inc. in the amount of Twenty-Eight Thousand Nine Dollars and 84/100 (\$28,009.84) for the work set forth, which will increase the overall contract amount to Eight Hundred Thirty-Two Thousand Forty-Two Dollars and 39/100 (\$832,042.39)

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, that the above statements are incorporated herein and Change Order #2 for D & L Paving Contractors, Inc. in the amount of Twenty-Eight Thousand Nine Dollars and 84/100 (\$28,009.84)) is hereby approved.

Adopted: June 23, 2020

VENDOR HISTORY

06/18/20

Vendor Code	Amount	Check #	PO #	Account	PO Date	Pd Date	Type	Invoice or Description
D&L PAVING CONTRACTORS								
9882	158,801.06	0	6497401-1610- - -		04/10/19	/ /	P	PAYDOWN # 1 - RESOLUTION
9882	17,411.74	0	6497401-1610- - -		04/10/19	/ /	P	RESOLUTION 2019-93
9882	145,103.94	0	6608408-3000-00-92310-004		06/28/19	/ /	P	RESO.2019-185 FRANKLIN
9882	40,000.00	0	6608410-2150-55-70608-001		06/28/19	/ /	P	RESO.2019-185 FRANKLIN
9882	168,575.31	0	6653310-2150-55-70608-001		07/30/19	/ /	P	RESOLUTION 2019-197
9882	4,800.00	3207	3716810-2150-55-70510-010		10/15/13	11/27/13	Q	PAVING @ BUCHMULLER PARK
9882	36,017.00	3233	3802510-2150-55-70500-010		01/03/14	01/08/14	Q	2013 VARIOUS ROAD PROGRAM
9882	24,066.00	3321	3996010-2150-55-70530-070		05/29/14	07/23/14	Q	PAYMENT #1-DRAINAGE
9882	0.00	0	3996010-2150-55-70530-070		05/29/14	08/27/14	Q	
9882	2,929.00	3339	3996010-2150-55-70530-070		05/29/14	08/27/14	Q	PAYMENT #2-DRAINAGE
9882	56.30	42943	3996001-zzzz-zz-2014--		05/29/14	08/27/14	Q	PAYMENT #2-DRAINAGE
9882	3,005.70	3472	4498110-2150-55-70530-070		06/30/15	07/29/15	Q	CHANGE OR.#1 FR.PO 39960
9882	158,801.06	59276	6497401-zzzz-zz-2019-		04/10/19	08/28/19	Q	PAYDOWN # 1 - RESOLUTION
9882	0.00	0	6497401-zzzz-zz-2019-		04/10/19	08/29/19	Q	VOID - INCORRECT ACCUNT
9882	0.00	0	6497401-zzzz-zz-2019-		04/10/19	08/29/19	Q	VOID - INCORRECT ACCUNT
9882	158,801.06	3931	6693810-2150-55-70608-007		08/28/19	08/29/19	Q	PAY CERT # 1 - RESO.2019-217
9882	-158,801.06	59276	6497401-zzzz-zz-2019-		04/10/19	08/29/19	V	PAYDOWN # 1 - RESOLUTION
9882	70,685.96	3948	6653310-2150-55-70608-001		07/30/19	10/23/19	Q	EST #1 RESOLUTION 2019-197
9882	254,393.50	3964	6653310-2150-55-70608-001		07/30/19	11/27/19	Q	EST 2 - RESOLUTION 2019-197
9882	16,263.91	3964	6693810-2150-55-70608-007		08/28/19	11/27/19	Q	FINAL PAYMENT - RESO.2019-217
9882	163,276.82	3975	6653310-2150-55-70608-001		07/30/19	12/17/19	Q	EST # 3 - RESOLUTION 2019-197
9882	106,227.10	4000	6653310-2150-55-70608-001		07/30/19	02/26/20	Q	ESTIMATE # 4 - RESOLUTION
9882	74,134.72	8923	6608408-3000-00-92310-004		06/28/19	02/26/20	Q	ESTIMATE # 1 -RESO.2019-185
9882	0.00	0	6608410-2150-55-70608-001		06/28/19	04/28/20	Q	EST# 2 RESO.2019-185 FRANKLIN
9882	206,743.74	8938	6608408-3000-00-92310-004		06/28/19	04/29/20	Q	EST# 2 RESO.2019-185 FRANKLIN
9882	40,872.86	30002	6653310-2150-55-70608-001		07/30/19	04/29/20	Q	EST#5 RESOLUTION 2019-197
D&L PAVING CONTRACTORS TOTALS:					1,692,166.72			
GRAND TOTAL:					1,692,166.72			

**TOWN OF SECAUCUS**

1203 Paterson Plank Road
Secaucus, New Jersey 07094
TEL (201) 330-2025 FAX (201) 617-5914

DEPARTMENT	TO DATE
REMARKS	
SHEET NO.	

TO Town of Secaucus
Administration
1203 Paterson Plank Road
Secaucus, NJ 07094

VOUCHER NO.

Vendor:

D&L Paving Contractors, Inc.
681 Franklin Street
Nutley, NJ 07110

N.J. SALES TAX EXEMPTION NO. 22-5002293

6/18/2020	For the work performed and material furnished in the construction of:	
	Millridge Road Improvements	
	Town of Secaucus	
	Our File No. SEC-122	
	Payment Estimate No. 6	
	Amount Due this Estimate \$177,992.34	
	One Hundred Seventy-Seven Thousand Nine Hundred	
	Ninety-Two and 34/100 Dollars	
SIGN AND RETURN FOR PAYMENT WITH BILL		
TOTAL		\$177,992.34

PAYMENT APPROVED	
BY	
G.P.	
G.P.	

I, HAVING RECEIVED OF THE FACTS, CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED, SAID CERTIFICATION BEING BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES.	
SIGNATURE	DATE
CLAIMANT'S CERTIFICATION AND DECLARATION	
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS, THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN, THAT NO GOODS HAVE BEEN TAKEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM, THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING, AND THAT THE AMOUNT CLAIMED IS A REASONABLE ONE.	
SIGNATURE	DATE

PAYMENT VOUCHER-SIGN AT X AND RETURN FOR PAYMENT

Change Order No. 2
Date 06/15/20
Job No. SEC-122

CHANGE ORDER
BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

D&L Paving Contractors, Inc. CONTRACTOR	Millridge Road Improvements PROJECT
675 Franklin Avenue, Nutley, New Jersey 07110 ADDRESS	Town of Secaucus/Hudson County OWNER/COUNTY

Gentlemen:

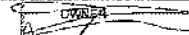
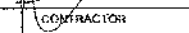
In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limits
Nature and Reason of Change: Reflect on As-Built

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
5	Allowance for Police Traffic Director	Dollar	-1.00	\$25,000.00	\$ (25,000.00)
6	Asphalt Price Adjustment	Dollar	-1.00	\$2,000.00	\$ (2,000.00)
7	Fuel Price Adjustment	Dollar	-1.00	\$500.00	\$ (500.00)
10	Excavation, Unclassified	C.Y.	1000.00	\$43.00	\$ 43,000.00
11	Excavation, Regulated Material	C.Y.	3.00	\$43.00	\$ 129.00
12	Soil Sampling and Analysis, Regulated	Unit	-5.00	\$1,500.00	\$ (7,500.00)
13	Disposal of Regulated Material	Ton	-2.00	\$20.00	\$ (40.00)
14	1-1 1/2" Soil Aggregate	C.Y.	-169.00	\$35.00	\$ (5,915.00)
15	Dense-Graded Aggregate Base Course, 6" Thick	S.Y.	-1158.00	\$10.00	\$ (11,580.00)
16	HMA Milling, 3" or Less	S.Y.	90.00	\$10.00	\$ 900.00
17	Hot Mix Asphalt 12.5M64 Surface Course	Ton	807.92	\$80.00	\$ 64,633.60
18	Hot Mix Asphalt 19M64 Surface Course	Ton	824.00	\$80.00	\$ (65,920.00)
24	3" Polyvinyl Chloride Sewer Pipe	L.F.	-24.00	\$150.00	\$ (3,600.00)
25	4" Polyvinyl Chloride Sewer Pipe	L.F.	-12.00	\$150.00	\$ (1,800.00)
26	6" Polyvinyl Chloride Sewer Pipe	L.F.	-16.00	\$250.00	\$ (4,000.00)
29	Trench Drain	L.F.	-4.00	\$260.00	\$ (1,040.00)
32	Reset Existing Casting	Unit	-9.00	\$1.00	\$ (9.00)
34	Curb Piece	Unit	7.00	\$300.00	\$ 2,100.00
37	Reconstructed Manhole, Using New Casting	Unit	1.00	\$1,200.00	\$ 1,200.00
39	Chain Link Fence, 6' High	L.F.	115.00	\$70.00	\$ 8,050.00
43	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	550.00	\$45.00	\$ 24,750.00
45	3"x18" Concrete Vertical Curb	L.F.	55.00	\$35.00	\$ 2,275.00
48	Topsoiling	S.Y.	-45.00	\$4.00	\$ (180.00)
49	Fertilizing and Seeding, Type A-3	S.Y.	-45.00	\$0.50	\$ (22.50)
50	Straw Mulching	S.Y.	-45.00	\$0.50	\$ (22.50)
54	Regulatory and Warning Sign	S.F.	-34.00	\$60.00	\$ (2,040.00)
5-6	Additional 12' Wide Double Gate	L.S.	1.00	\$3,000.00	\$ 3,000.00
5-7	Electrical Box Cast	L.S.	1.00	\$1,000.00	\$ 1,000.00
5-8	18" RCP Culvert	L.S.	1.00	\$500.00	\$ 500.00
5-9	8' Powder Coating	L.F.	260.00	\$3.00	\$ 780.00
5-10	Colonelli Entries	L.S.	1.00	\$15,000.00	\$ 15,000.00
5-11	Allowance for Police Traffic Director (Actual)	L.S.	1.00	\$2,500.00	\$ 2,500.00
5-12	Asphalt Price Adjustment (Actual)	L.S.	1.00	-\$6,213.93	\$ (6,213.93)
5-13	Fuel Price Adjustment (Actual)	L.S.	1.00	-\$4,424.83	\$ (4,424.83)

Amount of Original Contract	\$856,662.65	Supplemental	\$12,141.24
Change Order No. 1	-\$52,850.00	Extra	\$147,037.00
Change Order No. 2	\$28,009.84		

Adjusted Contract Amount	<u>\$832,042.99</u>	Reduction	<u>-\$131,169.00</u>
% Change In Contract	<u>-2.9%</u>	Net Amount	<u>\$26,609.84</u>

Recommended for Approval	<u>BOSWELL ENGINEERING</u>	<u>DATE</u>
Approved	<u></u>	<u>DATE</u>
Accepted	<u></u>	<u>6/17/2020</u>
	<u>CONTRACTOR</u>	<u>DATE</u>



TOWN OF SECAUCUS
1203 PATERSON PLANK RD
SECAUCUS, NJ 07094
TEL: 201-330-2026 FAX: 201-617-5914

PURCHASE ORDER

VOUCHER	
THIS NUMBER MUST APPEAR ON ALL INVOICES PACKING SLIPS, CORRESPONDENCE, ETC.	
No.	66533

Ship to: 1
TOWN OF SECAUCUS
ADMINIST. & EXECUTIVE
1203 PATERSON PLANK RD
SECAUCUS, NJ, 07094

Date of Order 07/30/19
Requisition # 0
Entered by CS
Account 10-2150-55-70608-001
2019-13 Multi Purpose Bod Ord. -- Improvement
Vendor # 9882

Vendor: D&L PAVING CONTRACTORS
681 FRANKLIN AVENUE
NUTLEY, NJ 07110

THIS ORDER IS TAX EXEMPT
PER N.J.S.A. 54:32B-9(a)(1)
TAX EXEMPT ID NO. 22-6002233

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		RESOLUTION 2019-197	856,682.550	856,682.55
1.0000		MILLRIDGE ROAD RECONSTRUCTION		
1.0000		CHANGE ORDER #1 RESO 2020-63	-52,650.000	-52,650.00
1.0000		INVOICE ESTIMATE # 4 - RESOLUTION 2019-19	-106,227.100	-106,227.10
		Paid: 02/26/20 By: DW		
		10-2150-55-70608-001 Improvement Authoriz		
		For: 02/26/20 Ck # 4000		
1.0000		INVOICE EST 2 - RESOLUTION 2019-197 MILL	-254,393.500	-254,393.50
		Paid: 02/25/20 By: DW		
		10-2150-55-70608-001 Improvement Authoriz		
		For: 11/27/19 Ck # 3964		
1.0000		INVOICE EST # 3 - RESOLUTION 2019-197 MI	-163,276.820	-163,276.82
		Paid: 02/25/20 By: DW		
		10-2150-55-70608-001 Improvement Authoriz		
		For: 12/17/19 Ck # 3975		
1.0000		INVOICE EST #1 RESOLUTION 2019-197 MILLR	-70,686.960	-70,686.96
		Paid: 02/25/20 By: DW		
		10-2150-55-70608-001 Improvement Authoriz		
		For: 10/23/19 Ck # 3948		

VENDOR: THIS VOUCHER MUST BE SIGNED AT X
AND RETURNED WITH INVOICE TO THE DIRECTOR OF
PURCHASING FOR PAYMENT.

Total Amount: 209,448.17

Proof of Business Registration Certificate is Mandatory, P.L. 2004 57.

CLAIMANT'S CERTIFICATION & DECLARATION

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE
LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT
THE ARTICLES HAVE BEEN RECEIVED OR SERVICES RENDERED AS
STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED
BY ANY PERSON IN CONNECTION WITH THE KNOWLEDGE OF THIS CLAIMANT
IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN
STATED IS JUSTLY DUE AND OWED; AND THAT THE AMOUNT CHARGED
IS A REASONABLE ONE.

PURSUANT TO N.J.S.A. 17:27-26 et seq. New Jersey Prevailing Wage Act - All Service
Contracts must follow the Prevailing Wage Rates.

(X)

VENDOR SIGN HERE

OFFICER CERTIFICATION

I HEREBY CERTIFY THAT THE CLAIM SPECIFICED HEREIN IS
FOR ARTICLES RECEIVED, SERVICES ACTUALLY RENDERED
OR AMOUNTS EXPENDED FOR THE TOWN OF SECAUCUS,
AND THAT THE ARTICLES RECEIVED, SERVICES ACTUALLY
RENDERED OR AMOUNTS EXPENDED FOR THE TOWN OF
SECAUCUS, NJ WERE IN ACCORDANCE WITH THE
SPECIFICATIONS AND AMOUNTS APPEARING ON THE
PURCHASE REQUISITION.

NO ORDER VALID UNLESS SIGNED BELOW

Benick J. DeBlasio
CHIEF FINANCIAL OFFICER

Andrea N. Morgan
TREASURER

OFFICIAL POSITION

VENDOR SIGN AT (X) AND RETURN FOR PAYMENT

TAX ID, NO. OR SOCIAL SECURITY NO.

DEPARTMENT HEAD

DATE

**TOWN OF SECAUCUS**

1203 Paterson Plank Road
Secaucus, New Jersey 07094
TEL (201) 330-2026 FAX (201) 617-5314

DEPARTMENT	PO. DATE
VENDOR ID	
SHIP TO	

TO Town of Secaucus
Administration
1203 Paterson Plank Road
Secaucus, NJ 07094

VOUCHER NO.

Vendor:

D&L Paving Contractors, Inc.
681 Franklin Street
Nutley, NJ 07110

N.J. SALES TAX EXEMPTION NO. 22-6002283

6/18/2020	For the work performed and material furnished in the construction of:	
	Millidge Road Improvements	
	Town of Secaucus	
	Our File No. SEC-122	
	Payment Estimate No. 6	
	Amount Due this Estimate \$177,992.34	
	One Hundred Seventy-Seven Thousand Nine Hundred Ninety-Two and 34/100 Dollars	
SIGN AND RETURN FOR PAYMENT WITH BILL		
TOTAL		\$177,992.34

PAYMENT APPROVED

BY

DATE

SIGNATURE

DEPARTMENTAL CERTIFICATION	
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED; SAID CERTIFICATION BEING BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES.	
SIGNATURE	DATE
CLAIMANT'S CERTIFICATION AND DECLARATION	
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BORNE HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.	
SIGNATURE	DATE

PAYMENT VOUCHER-SIGN AT X AND RETURN FOR PAYMENT

Change Order No. 2
Date 06/15/20
Job No. SFC-122

CHANGE ORDER
BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

<u>D&L Paving Contractors, Inc.</u>	<u>Mitbridge Road Improvements</u>
<u>CONTRACTOR</u>	<u>PROJECT</u>
<u>675 Franklin Avenue, Nutley, New Jersey 07110</u>	<u>Town of Secaucus/Hudson County</u>
<u>ADDRESS</u>	<u>OWNER/COUNTY</u>

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

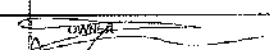
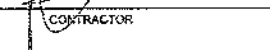
Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Reflect on As-Built

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
5	Allowance for Police Traffic Director	Dollar	-1.00	\$25,000.00	\$ (25,000.00)
6	Asphalt Price Adjustment	Dollar	-1.00	\$2,000.00	\$ (2,000.00)
7	Fuel Price Adjustment	Dollar	-1.00	\$500.00	\$ (500.00)
10	Excavation, Unclassified	C.Y.	1000.00	\$43.00	\$ 43,000.00
11	Excavation, Regulated Material	C.Y.	3.00	\$43.00	\$ 128.00
12	Soil Sampling and Analysis, Regulated	Unit	-3.00	\$1,500.00	\$ (7,500.00)
13	Disposal of Regulated Material	Ton	-2.00	\$20.00	\$ (40.00)
14	3-14 Soil Aggregate	C.Y.	-168.00	\$35.00	\$ (5,880.00)
15	Dense-Graded Aggregate Base Course, 6" Thick	S.Y.	-1158.00	\$10.00	\$ (11,580.00)
16	HMA Milling, 3" or Less	S.Y.	90.00	\$10.00	\$ 900.00
17	Hot Mix Asphalt 12.5M64 Surface Course	Ton	807.00	\$80.00	\$ 64,560.00
18	Hot Mix Asphalt 19M64 Surface Course	Ton	-824.00	\$80.00	\$ (65,920.00)
24	3" Polyvinyl Chloride Sewer Pipe	L.F.	-24.00	\$150.00	\$ (3,600.00)
25	4" Polyvinyl Chloride Sewer Pipe	L.F.	-12.00	\$150.00	\$ (1,800.00)
26	6" Polyvinyl Chloride Sewer Pipe	L.F.	-16.00	\$250.00	\$ (4,000.00)
29	French Drain	L.F.	-4.00	\$260.00	\$ (1,040.00)
32	Reset Existing Casting	Unit	-9.00	\$1.00	\$ (9.00)
34	Curb Piece	Unit	7.00	\$300.00	\$ 2,100.00
37	Reconstructed Manhole, Using New Casting	Unit	1.00	\$1,200.00	\$ 1,200.00
39	Chain Link Fence, 8' High	L.F.	115.00	\$70.00	\$ 8,050.00
43	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	550.00	\$45.00	\$ 24,750.00
45	19"x18" Concrete Vertical Curb	L.F.	65.00	\$35.00	\$ 2,275.00
48	Topsoiling	S.Y.	-45.00	\$4.00	\$ (180.00)
49	Fertilizing and Seeding, Type A-3	S.Y.	-45.00	\$0.50	\$ (22.50)
50	Straw Mulching	S.Y.	-45.00	\$0.50	\$ (22.50)
54	Regulatory and Warning Sign	S.F.	-34.00	\$60.00	\$ (2,040.00)
S-6	Additional 12' Wide Double Gate	L.S.	1.00	\$3,000.00	\$ 3,000.00
S-7	Electrical Box Cast	L.S.	1.00	\$1,000.00	\$ 1,000.00
S-8	Wip Kap Culvert	L.S.	1.00	\$500.00	\$ 500.00
S-9	8" Powder Coating	L.F.	260.00	\$3.00	\$ 780.00
S-10	Colonels Extras	L.S.	1.00	\$15,000.00	\$ 15,000.00
S-11	Allowance for Police Traffic Director (Actual)	L.S.	1.00	\$2,500.00	\$ 2,500.00
S-12	Asphalt Price Adjustment (Actual)	L.S.	1.00	-\$6,213.93	\$ (6,213.93)
S-13	Fuel Price Adjustment (Actual)	L.S.	1.00	-\$4,424.83	\$ (4,424.83)

Amount of Original Contract	<u>\$856,682.55</u>	Supplemental	<u>\$12,141.24</u>
Change Order No. 1	<u>-\$52,050.00</u>	Extra	<u>\$147,037.60</u>
Change Order No. 2	<u>\$28,009.84</u>		

Adjusted Contract Amount	<u>\$832,042.39</u>	Reduction	<u>\$131,169.00</u>
% Change in Contract	<u>-2.9%</u>	Net Amount	<u>\$28,009.84</u>

Recommended for Approval	<u>BOSWELL ENGINEERING</u>	<u>DATE</u>
Approved	<u></u>	<u>DATE</u>
Accepted	<u></u>	<u>6/17/2000</u>
	<u>CONTRACTOR</u>	<u>DATE</u>

BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
MILLRIDGE ROAD IMPROVEMENTS
TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. SEC-122

Estimate Number: 6
Period Ending: 6/16/2020

Contractor: D&L Paving Contractors, Inc.
881 Franklin Avenue
Nutley, NJ 07110

Base Contract Amount:	\$866,662.55	Total Amount Estimated:	\$830,050.39
Less Reductions:	\$238,469.00	Less 2% Retainage:	\$16,601.07
Plus Increases:	\$213,926.84	Total Net Amount Estimated:	\$813,448.39
Amended Contract Amount:	\$832,042.39	Less Amount Previously Paid:	\$635,457.04
Contract Starting Date:		Amount Due This Estimate:	\$197,585.35
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete:

97%

Estimated By:

Approved By:

FOR USE BY THE TOWN OF SECAUCUS

Verified by:

(Town Clerk)

(Project Engineer)

Audited by:

(Chief Financial Officer)

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
MILLBRIDGE ROAD IMPROVEMENTS
TOWN OF SEGAUCUS
HUDSON COUNTY, NEW JERSEY
CUR FILE NO. SEC-122

Estimate Number: 6

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY FIRM ALLOWED	QUANTITY THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
	Base Bid									
1	Breakaway Barricade	UNIT	\$ 9.01	16		15.00	0.00	15.00	140.16	136.00
2	Churn	UNIT	\$ 9.01	25		23.00	0.00	23.00	207.25	199.00
3	Traffic Cone	UNIT	\$ 10.00	75		75.00	0.00	75.00	750.00	750.00
4	Construction Signs	SF	\$ 10.00	200		165.00	34.00	200.00	1700.00	1340.00
6	Allowance for Police Traffic Director	Allow	\$ 23,000.00	1		0.10	0.00	0.00	2300.00	(12,500.00)
6	Anchor Price Adjustment	Dollar	\$ 2,000.00	1		0.00	0.00	0.00	20.00	20.00
7	Fuel Price Adjustment	Dollar	\$ 500.00	1		0.00	0.00	0.00	50.00	50.00
8	Cleaning Fee	LS	\$ 5,000.00	1		1.00	0.00	1.00	\$5,000.00	50.00
9	Excavation, Test Pit	CY	\$ 6.51	10		15.00	0.00	15.00	97.65	86.50
10	Excavation, Unclassified	CY	\$ 43.00	1,100	0	155.00	345.00	1,000.00	43,000.00	\$15,335.00
11	Excavation, Regulated Material	CY	\$ 43.00	250		250.00	0.00	250.00	\$10,750.00	20.00
12	SWR Sampling and Analysis, Revealed	UNIT	\$ 1,200.00	8		0.00	0.00	0.00	96.00	10.00
13	Disposal of Regulated Material	TON	\$ 20.00	250		349.00	0.00	349.00	\$6,980.00	20.00
14	1 1/4" Hot Aggregate	CY	\$ 35.00	820		221.00	110.00	331.00	\$11,535.00	\$7,850.00
15	Dense Graded Aggregate Base Course, 4" Thick	CY	\$ 10.00	4,200		2,402.00	500.00	3,042.00	\$30,420.00	\$5,600.00
16	WMA 100 Bls. 3" or Less	S.Y.	\$ 18.00	2,650	4,316	4,325.00	0.00	4,325.00	\$77,850.00	\$6.00
17	Hot Mix Asphalt 12.5% Surface Course	TON	\$ 80.00	1,000		1,100.00	782.02	1,882.02	\$149,633.60	\$55,613.60
18	Hot Mix Asphalt 12.5% Surface Course	TON	\$ 85.00	1,100		276.00	0.00	276.00	\$23,580.00	30.00
19	Back Coat	Gallon	\$ 1.00	1,000		500.00	000.00	1,000.00	\$1,000.00	\$1,000.00
20	Prime Coat	Gallon	\$ 1.00	700		360.00	350.00	700.00	\$700.00	\$320.00
21	Geotextile, Roadway Stabilization	S.Y.	\$ 15.00	4,000.00	-4,000	0.00	0.00	0.00	60.00	\$0.00
22	Retaining Wall, Location No. 1	S.F.	\$ 75.00	60		70.00	0.00	70.00	\$5,250.00	\$375.00
23	12" Reinforced Concrete Pipes, Class V	L.F.	\$ 110.00	220		220.00	0.00	220.00	\$24,200.00	80.00
24	2" Polyethyl Chloride Sewer Pipe	L.F.	\$ 150.00	50		25.00	3.00	28.00	\$4,200.00	\$0.00
25	4" Polyethyl Chloride Sewer Pipe	L.F.	\$ 120.00	65.0		73.00	0.00	73.00	\$8,760.00	\$0.00
26	2" Polyethyl Chloride Sewer Pipe	L.F.	\$ 250.00	20.0		44.00	0.00	44.00	\$11,000.00	\$0.00
27	8" Polyethyl Chloride Sewer Pipe	L.F.	\$ 275.00	32.0		22.00	0.00	22.00	\$6,050.00	\$0.00
28	15" Tilt Control Check Valve, Inlet	UNIT	\$ 5,000.00	2.0		2.00	0.00	2.00	\$10,000.00	\$0.00
29	Trench Box	L.F.	\$ 280.00	600		185.00	0.00	185.00	\$52,300.00	\$0.00
30	Trench Catch Basin, 24" x 12"	UNIT	\$ 4,000.00	1		1.00	0.00	1.00	\$4,000.00	\$0.00
31	Trench Catch Basin, 24" x 24"	UNIT	\$ 3,500.00	1		1.00	0.00	1.00	\$3,500.00	\$0.00

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
MILLRIDGE ROAD IMPROVEMENTS
TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. SEC-122

Estimate Number: 6

32	Reset Existing Curbline	UNIT	\$	5.00	12		3.00	0.00	3.00	\$3.00	\$0.00
33	Regrade Safe Grass	UNIT	\$	300.00	1		1.00	0.00	1.00	\$300.00	\$0.00
34	Grass Planting	UNIT	\$	300.00	1		8.00	0.00	8.00	\$2,400.00	\$0.00
35	Grass, Type 2	UNIT	\$	3,000.00	6		8.00	0.00	6.00	\$18,000.00	\$0.00
36	Grass, Type 3	UNIT	\$	3,000.00	2		2.00	0.00	2.00	\$1,200.00	\$0.00
37	Reconstructed Handhole, Using New	UNIT	\$	1,200.00	2		3.00	1.00	4.00	\$4,800.00	\$1,200.00
38	Chain-Link Fence, PVC-Coated Steel, 4'	L.F.	\$	40.00	80		10.00	0.00	80.00	\$3,200.00	\$0.00
39	Chain-Link Fence, 8' High	L.F.	\$	70.00	145		260.00	0.00	260.00	\$10,210.00	\$0.00
40	Concrete Sidewalk, 4' Thick	S.Y.	\$	47.00	470		470.00	0.00	470.00	\$22,090.00	\$0.00
41	Reset Brick Paver Sidewalk	S.Y.	\$	120.00	10		10.00	0.00	10.00	\$1,200.00	\$0.00
42	Concrete Driveway, 8" Thick	S.Y.	\$	100.00	100		100.00	0.00	100.00	\$10,000.00	\$0.00
43	Reinforced Concrete Driveway, 8" Thick	S.Y.	\$	45.00	200		200.00	650.00	850.00	\$38,250.00	\$14,750.00
44	Detachable Whirling Sulfur	S.Y.	\$	200.00	10.0		10.00	0.00	10.00	\$2,000.00	\$0.00
45	8" x 18" Concrete Vibration	L.F.	\$	35.00	2,150		2,150.00	85.00	2,235.00	\$78,225.00	\$2,235.00
46	Truck Marking Lines, 4"	L.F.	\$	2.00	2,450		1,825.00	0.00	1,825.00	\$3,650.00	\$0.00
47	Truck Marking Symbols	S.F.	\$	8.00	125		0.00	0.00	0.00	\$0.00	\$0.00
48	Truck Marking	S.Y.	\$	4.00	1,000		1,750.00	0.00	1,750.00	\$7,000.00	\$0.00
49	Reinforced and Setback, Type A-1	S.Y.	\$	0.50	1,800		1,750.00	0.00	1,750.00	\$912.50	\$0.00
50	Gravel Machine	S.Y.	\$	0.50	1,800		1,750.00	0.00	1,750.00	\$875.00	\$0.00
51	Tree Removal, Over 12" to 24" Diameter	UNIT	\$	1,000.00	4		4.00	0.00	4.00	\$4,000.00	\$0.00
52	Reset Gas Valve Box	UNIT	\$	25.00	6		5.00	0.00	5.00	\$125.00	\$0.00
53	Reset Water Valve Box	UNIT	\$	25.00	7		7.00	0.00	7.00	\$175.00	\$0.00
54	Reinforcement and Warning Sign	S.F.	\$	60.00	24		0.00	0.00	0.00	\$0.00	\$0.00
55	Water Filter, Type 1	S.F.	\$	1.00	1,000		225.00	775.00	1,000.00	\$1,000.00	\$775.00
56	Box Fence	L.F.	\$	3.00	300		200.00	100.00	300.00	\$900.00	\$100.00
57	Block Retaining Wall	S.F.	\$	150.00	0		130	0.00	130.00	\$19,500.00	\$19,500.00
58	Reset Vt Gate at Field House with Fence	UNIT	\$	2,500.00	0		0.00	1.00	1.00	\$2,500.00	\$2,500.00
59	Crab Vals	L.F.	\$	90.00	0		165	0.00	165.00	\$14,850.00	\$14,850.00
60	Plant Opening on Entrance	L.S.	\$	2,500.00	0		1	0.00	1.00	\$2,500.00	\$2,500.00
61	Manhole on Entrance	L.S.	\$	5,000.00	0		1	0.00	1.00	\$5,000.00	\$5,000.00
62	Additional 12" Wide Double Gate	L.S.	\$	3,000.00	0		1	0.00	1.00	\$3,000.00	\$3,000.00
63	Reinforced Box Gate	L.S.	\$	1,000.00	0		1	0.00	1.00	\$1,000.00	\$1,000.00
64	Box Gate Closure	L.S.	\$	500.00	0		1	0.00	1.00	\$500.00	\$500.00
65	Box Gate Closure	L.F.	\$	3.00	0		200	0.00	200.00	\$600.00	\$600.00

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
MILLRIDGE ROAD IMPROVEMENTS
TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. SEC-122

Estimate Number: 6

S-10	General Extras	L.R.	\$ 15,000.00	0		1	0.00	1.00	1.00	\$15,000.00	\$15,000.00
S-11	Allowance for Police Traffic Director (Actual)	L.R.	\$ 2,500.00	0		1	0.00	1.00	1.00	\$2,500.00	\$2,500.00
S-12	Asphalt Plus Adjustment (Actual)	L.R.	\$ (5,213.93)	0		1	0.00	1.00	1.00	-\$5,213.93	(\$5,213.93)
S-13	Fuel Price Adjustment (Actual)	L.R.	\$ 66,424.83	0		1	0.00	1.00	1.00	\$66,424.83	\$66,424.83
									TOTAL	\$820,650.39	\$101,624.54

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
ADOPTING SECAUCUS VOLUNTEER FIRE DEPARTMENT STANDARD
OPERATING PROCEDURES/GUIDELINES**

WHEREAS, the Fire Chief has taken steps to adopt and promulgate Standard Operating Procedures and Guidelines for various activities of the Secaucus Volunteer Fire Department pursuant to Town Ordinance Chapter 12 entitled "Fire Department."

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, approve and adopt the Secaucus Volunteer Fire Department Standard Operating Procedures and Guidelines attached entitled Boat and Watercraft Operations, Standard Operating Procedures and Fire Watch Duties in addition to and miscellaneous training forms; and said Standard Operating Procedures and Guidelines and forms shall be deemed in effect in accordance with T.O. §12-8; and

BE IT FURTHER RESOLVED, the revised Secaucus Volunteer Fire Department Standard Operating Procedures and Guidelines and forms take precedence over any other procedures and guidelines previously established or adopted pertaining to the same activities; and

BE IT FURTHER RESOLVED, that a copy of the revised Secaucus Volunteer Fire Department Standard Operating Procedures and Guidelines and forms be furnished to each company and to their respective members, which shall be binding upon such, pursuant to T.O. §12-8.

Adopted: June 23, 2020

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

Town Clerk

Mayor

Motion	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dennert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Conneally				

**TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY
RESOLUTION TO AMEND 2020 BUDGET**

WHEREAS, the Calendar Year 2020 Budget was approved on the 28th day of April 2020, and
WHEREAS, the public hearing on said budget has been held as advertised, and
WHEREAS, it is desired to amend said approved budget,

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Town of Secaucus,
County of Hudson that the following amendments to the approved Calendar Year 2020 Budget
be made:

	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>
	(((
	(((
	(((
Recorded Vote	(((
(Insert last names)	((<u>Absent</u>
	(((
	(((

<u>CURRENT FUND BUDGET</u>	<u>From</u>	<u>To</u>
Anticipated Revenues:		
General Revenues:		
1. Surplus Anticipated	\$4,500,000.00	\$3,500,000.00
Total - Surplus Anticipated	<u>4,500,000.00</u>	<u>\$3,500,000.00</u>
5. Subtotal General Revenues (Items 1,2,3 and 4)	15,592,204.38	14,592,204.38
6. Amount to be Raised by Taxation		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	42,500,545.22	44,000,545.22
Total Amount to be Raised by Taxes for Support of Municipal Budget	<u>44,339,755.78</u>	<u>45,839,755.78</u>
7. Total General Revenues	<u>\$59,931,960.16</u>	<u>\$60,431,960.16</u>
8. General Appropriations		
(C) Capital Improvements Excluded from "CAPS"		
Capital Improvement Fund	\$ 350,000.00	\$ 850,000.00
Total Capital Improvements Excluded from "CAPS"	<u>350,000.00</u>	<u>850,000.00</u>
(H-2) Total General Appropriations Excluded from "CAPS"	<u>11,569,132.13</u>	<u>12,069,132.13</u>
(O) Total General Appropriations-Excluded from "CAPS"	<u>11,569,132.13</u>	<u>12,069,132.13</u>
(L) Sub-Total General Appropriations		
Items (H-1) and (O)	<u>58,481,960.16</u>	<u>58,981,960.16</u>
8. Total General Appropriations	<u>\$ 59,931,960.16</u>	<u>\$ 60,431,960.16</u>

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed forthwith in
the office of the Director of the Division of Local Government Services for certification of the
Calendar Year 2020 budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions
of N.J.S.A. 40A: 4-9, be published in The Jersey Journal in the issue of July, 2020, and that
said publication contain notice of public hearing on said amendment to be held at the Town of
Secaucus, Municipal Building on July 28, 2020, at 7:00 o'clock pm.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the
governing body on the 23rd day of June, 2020.

Certified by me

Michael Marra
Municipal Clerk

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

Town Clerk _____ Mayor _____

Motion	Yes	No	Abstain	A
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman [unclear]				
Mayor Gonnelli				



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

Application for a Raffle License

Application No. RA

R 1501

Identification No. 451-1-14092

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

Please print clearly.

Name of municipality: Secaucus

Part A - General

1. Name of applying organization: Immaculate Conception Church
- 2a. Street address of headquarters: 1219 Paterson Plank Rd. Secaucus N.J.
- b. Mailing address (if different): _____
3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>September 13, 2020</u>	<u>7:00 pm</u>	_____	_____
<u>Off Premise Fair Share</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4a. Address of place where raffles will be played: 1219 Paterson Plank Rd Secaucus N.J.

- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☒ Yes ☐ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
<u>License</u>	<u>Legalized Games of Chance Newark N.J.</u>	<u>fee</u>
<u>tickets</u>	<u>Impressive Printing 313 Tenth St Carlstadt N.J.</u>	<u>Raffle Tickets</u>
<u>Postage</u>	<u>Pitney Bows Postage Machine</u>	<u>To mail letters</u>
<u>Envelopes</u>	<u>WB Mason</u>	<u>To mail letters</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOWER 2

**SECAUCUS VOLUNTEER FIRE DEPARTMENT
764 7TH STREET
SECAUCUS, NJ 07094
EST. 1907**



June 4, 2020

RE: Mr. Andre Sanchez, 301 Clarendon Street, Secaucus, NJ 07094

Honorable Mayor Gonnelli and Town Council of the Town of Secaucus

Due to the Covid-19 restrictions in place, Tower 2 held a poll via telephone on Sunday May 31st after which the above named Mr. Andre Sanchez having served as a Junior Firefighter, completed Firefighter 1 and attained the age of 18 years, was welcomed as a Probationary Member of our company pending the approval of the Mayor and Council. We request that upon this approval he be sworn in at your earliest convenience as allowed by Covid-19 restriction. Thank you.

Respectfully,

Frank J. Walters
Secretary, Tower 2

Cc: Town Clerk Michael Marra
Chief Frank Carl Leppin
Deputy Chief Joseph Schoendoff
Battalion Chief Fred Schneider

Michael Marra

From: Joey Schoendorf <tackelboy61@yahoo.com>
Sent: Thursday, June 18, 2020 12:46 PM
To: Michael Marra
Cc: Raymond Ciecuch
Subject: Rescue Co. 1 - Engine Co. 2 New Member

*** CAUTION: This email originated from outside the Town Of Secaucus ***

Town of Secaucus
Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
To: Mayor Gonnelli and Town Council,

At our regular company monthly meeting held on June 4th, 2020 held on zoom app, Jake Borrelli was accepted as a member of Rescue Co. 1 - Engine Co. 2 Effective June 4th, 2020.

Respectfully submitted,
Secaucus Fire Department
Rescue Co.1 - Engine Co. 2
Captain
Joseph J. Schoendorf Jr.

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

This Rental Agreement, dated 6/11/20, 2020 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: ZAMIR KALUANI

Organization, if applicable: SECAUCUS MAX CHALLENGE

Address: _____

Phone: _____

Email: ZAMIR@THEMAXCHALLENGE.COM

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

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

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

MON - SAT.

June 11, 2020, from 6 am/pm to 10 am/pm

_____, 20____, from 5 am/pm to 930 am/pm

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

*until state reopens indoor gyms

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

WORK OUT CLASSES

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

Total Rental Fee for Facility: \$ 0

Security Deposit Amount: \$ _____ Due at Agreement Signing

Final Payment / Balance: \$ 0 Due by: _____

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

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

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning

to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period.

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

10. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and employees, participants, vendors/performers, invitees or attendees. This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter. Renter shall be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

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

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

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

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

13. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this

**TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
Policies for Facility Rental**

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at the facility: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (including pyrotechnics, cooking equipment, etc.) and fireworks.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters have until the time specified or, if applicable, until 8:00am the following day to have the Facility returned to a neat, orderly and clean condition.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.

Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

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

By

(Signature of renter)

Samuel

Date

6/1/20

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

Phone:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2020

PRODUCER S&K Insurance 613 Hope Road P.O. Box 600 Eatontown, NJ 07724 732.389.6800	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED The Change-Up LLC, DBA: The Max Challenge 2318 Berkshire Ln North Brunswick, NJ 08902-4936	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER D:													
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COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK1626092-005	03/17/2020	03/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)	\$2,000,000 \$100,000
						MED EXP (Any one person)	\$2,500
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK1626092-003	03/17/2020	03/17/2021	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY	EA ACC AGE
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

Town of Secaucus Facility: Kean Stadium (106 Dorrego Lane)
1203 Paterson Plank Rd
Secaucus, NJ 07094-3226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SECAUCUS RECREATION DEPARTMENT
COVID-19 WAIVER - LEAGUE PARTICIPATION

***ALL INFORMATION MUST BE FILLED OUT COMPLETELY AND LEGIBLY

LEAGUE NAME: MAX Challenge
League Representative's Name: ZAMIR KALYANI
League Representative's Address: 700 Plaza Dr Secaucus, NJ
League Representative's Cell Phone: 201 306 7714

The Town of Secaucus has put in place preventative measures recommended by the State of New Jersey Department of Health and CDC to reduce the spread of COVID-19; however, the Town of Secaucus cannot guarantee that you, members of your League, your household members or anyone else will not become exposed to or infected with COVID-19, or be at an increased risk of exposure, as a result of participating in a League program or activity or as a result of your presence at a Town of Secaucus facility. League programming involves use of public facilities and player/person interaction and exposure. Participation in a League program/activity and your presence at a Town of Secaucus facility is voluntary and at your own risk.

Based on this understanding, please review and acknowledge the following:

I have independently evaluated, from sources beyond this document, and reviewed the risks of being exposed to or infected with COVID-19, and have determined to participate in the League program or activity and be present in facilities maintained by the Town of Secaucus with full knowledge and acceptance of the risk. Understanding these risks, I, for myself, and on behalf of the League, hereby agree to assume full responsibility and liability for the risk of personal injury, illness, sickness, disease, disability and/or death which may result from exposure to or infection with COVID-19 before, during or after participating in the League program or activity, from player/person interaction and exposure, and/or by being present in Town facilities.

I, for myself, and on behalf of the League, hereby waive, release and discharge the Town of Secaucus, its officials, employees and agents from any and all liability to me, members of my League, heirs and assigns, for any and all losses or damages resulting from personal injury, illness, sickness, disease, disability and/or death, whether caused by negligence of the Town of Secaucus or its officials, employees and agents or otherwise, which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participating in the League program or activity or in any way related to the use of facilities maintained or owned by the Town of Secaucus.

I also understand that if federal, state or local guidance changes, changes may occur in the nature of the program, event or activity or mandate the closure of the program and/or facilities.

being utilized. A partial credit will be given at the discretion of the Town of Secaucus. Returns will NOT be issued.

I have read the above and fully agree to such freely and voluntarily on behalf of myself and the League. I further represent that I have authority to sign on behalf of the named League.

Signature of League Representative

Date

6/15/20

Print Name

Donna Williams

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

This Rental Agreement, dated 6/19, 2020 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: Rob Zych

Organization, if applicable: CROSSFIT SECAUCUS

Address: _____

Phone: _____

Email: rob@crossfit-secaucus.com

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

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

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

Mon-Fri, 2020, from 6:30 am/pm to 6:30 am/pm

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

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

* until indoor gyms are open again

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

workout classes

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

Total Rental Fee for Facility: \$ 0

Security Deposit Amount: \$ _____ Due at Agreement Signing

Final Payment / Balance: \$ 0 Due by: _____

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

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

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning

to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period.

7. SMOKING. Smoking is prohibited at all Facilities.

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

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

10. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause, direct or indirect, arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, the Town and its officers, agents, and employees, participants, vendors/performers, invitees or attendees. This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis, and the risk of all current conditions existing in the facility, building, grounds and the area surrounding such is assumed by the Renter. Renter shall be responsible to provide or reimburse the Town for the cost of legal defense for any actions arising out of the Renter's use of the Facility.

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

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

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

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

13. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this

Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

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

By _____
(Signature of renter)

Date 6/19/2020

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

Robert M. Zych

Phone:

(551) 655-2913

**TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
Policies for Facility Rental**

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at the facility: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (including pyrotechnics, cooking equipment, etc.) and fireworks.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters have until the time specified or, if applicable, until 8:00am the following day to have the Facility returned to a neat, orderly and clean condition.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2020

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

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

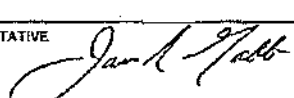
PRODUCER Nexo Insurance Services, Inc. 111 N. Sepulveda Blvd. Suite 325 Manhattan Beach, CA 90266	CONTACT NAME: Christine Galligani PHONE (A/C, No, Ext): (310) 937-2007 E-MAIL ADDRESS: staff@crossfitimg.com FAX (A/C, No): (310) 937-1127														
INSURED Strength and Conditioning Outlet CrossFit Secaucus 333 Meadowlands Parkway Secaucus, NJ 07094	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CrossFit Risk Retention Group, Inc</td><td>13720</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CrossFit Risk Retention Group, Inc	13720	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability-Insurance GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	AF892931	10/30/2019	10/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AF892931	10/30/2019	10/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Premises address: 333 Meadowlands Parkway, Secaucus, NJ 07094. Certificate holder is named as additional insured where required by written contract with respects to general liability arising out of operations of the named insured. Sexual Abuse and Molestation Limit \$100,000.

CERTIFICATE HOLDER Town of Secaucus 1203 Paterson Plank Rd Secaucus, NJ 07094	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**SECAUCUS RECREATION DEPARTMENT
COVID-19 WAIVER - LEAGUE PARTICIPATION**

*****ALL INFORMATION MUST BE FILLED OUT COMPLETELY AND LEGIBLY**

LEAGUE NAME: CrossFit Secaucus
League Representative's Name: Robert M. Zych
League Representative's
Address: 333 Meadowlands Pkwy, Secaucus, NJ 07094
League Representative's
Cell Phone: (551) 655-2913

The Town of Secaucus has put in place preventative measures recommended by the State of New Jersey Department of Health and CDC to reduce the spread of COVID-19, however, the Town of Secaucus cannot guarantee that you, members of your League, your household members or anyone else will not become exposed to or infected with COVID-19, or be at an increased risk of exposure, as a result of participating in a League program or activity or as a result of your presence at a Town of Secaucus facility. League programming involves use of public facilities and player/person interaction and exposure. Participation in a League program/activity and your presence at a Town of Secaucus facility is voluntary and at your own risk.

Based on this understanding, please review and acknowledge the following:

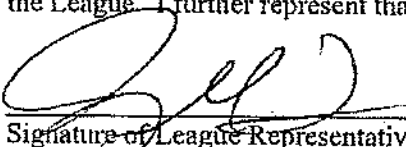
I have independently evaluated, from sources beyond this document, and reviewed the risks of being exposed to or infected with COVID-19, and have determined to participate in the League program or activity and be present in facilities maintained by the Town of Secaucus with full knowledge and acceptance of the risk. Understanding these risks, I, for myself, and on behalf of the League, hereby agree to assume full responsibility and liability for the risk of personal injury, illness, sickness, disease, disability and/or death which may result from exposure to or infection with COVID-19 before, during or after participating in the League program or activity, from player/person interaction and exposure, and/or by being present in Town facilities.

I, for myself, and on behalf of the League, hereby waive, release and discharge the Town of Secaucus, its officials, employees and agents from any and all liability to me, members of my League, heirs and assigns, for any and all losses or damages resulting from personal injury, illness, sickness, disease, disability and/or death, whether caused by negligence of the Town of Secaucus or its officials, employees and agents or otherwise, which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participating in the League program or activity or in any way related to the use of facilities maintained or owned by the Town of Secaucus.

I also understand that if federal, state or local guidance changes, changes may occur in the nature of the program, event or activity or mandate the closure of the program and/or facilities

being utilized. A partial credit will be given at the discretion of the Town of Secaucus. Refunds will NOT be issued

I have read the above and fully agree to such freely and voluntarily on behalf of myself and the League. I further represent that I have authority to sign on behalf of the named League.


Signature of League Representative

6/19/2020
Date

Robert M. Zych
Print Name

SECAUCUS FIRE DEPARTMENT
STANDARD OPERATING GUIDELINES



Secaucus Fire Department
Standard Operating Guidelines

Table of Contents

Acknowledgment Page.....	3
Overview	4
Introduction.....	5
Preliminary Size-up Report Worksheet.....	6
Initial Progress Report Worksheet.....	7
Continual Progress Report Worksheet	8
Table of Organization	9
Personal Protective Equipment.....	10

General Operating & Positioning Guidelines:

Initial Scene Assignments	11
General Apparatus Assignments	12
Engine Company Placement	13
Ladder Company Placement.....	14
Rescue Company Placement	15
Company Response	16
Carbon Monoxide Guidelines.....	17 - 18
Helicopter Landing/Lift Guidelines.....	19 - 20
Dumpster Fires.....	21
Vehicle Fires.....	22
Electrical Fires & Problems	23 - 24
Personal Accountability System.....	25
Radio Communications.....	26 - 28
Civilians on Fire Apparatus	29
Drug & Alcohol Policy	30 - 31
Use of Safety Officer(s) at Incidents	32 - 33
Team Search Rope Guidelines	34 - 37
Driver Training Guidelines	38 - 41
Fire Watch Requirements Worksheet.....	42
Training Narrative Form.....	43

Secaucus Fire Department
Standard Operating Guidelines
Table of Contents

Training Attendance Form.....44

COVID-19 (Coronavirus) Guidelines:

 COVID-19 (Coronavirus) Guidelines.....45 - 46

 Exposure Log.....47 - 48

 Apparatus Disinfection Log.....49

 Firehouse Inspection Checklist.....50

 Marine SOG’S.....51

Secaucus Fire Department
Standard Operating Guidelines

April 18, 2006

Acknowledgement Page

I _____ have received a copy of the Secaucus Fire Department's Standard Operating Guidelines.

I understand it is my responsibility to read and understand them.

If I have any questions I shall address them to my respective company office.

Firefighter: _____

Date: _____

Company Name: _____

Badge Number: _____

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-004-06

April 18, 2006

Overview

At any emergency scene, a fire department has three (3) basic objectives:

1. Life safety of the victim(s), occupant(s), emergency personnel, and bystanders.
2. Make sure the emergency does not become any larger.
3. Preservation of property.

Operating Guidelines (OG's) are the operating guidelines that offer us the best way of achieving any or all of these objectives quickly, safely, and efficiently. This document may be reopened at any time for additions, deletions, or amendments as may be dictated to fulfill the needs of the Secaucus Fire Department. A committee of the Chief, Deputy Chief, Battalion Chief, and one member from each house will be established to perform the task of reviewing and approving any additions, deletions or amendments to this document.

The committee will meet at the discretion of the Chief in charge of the SOG committee.

Any reference to "he" or "his" shall be identification purposes only and shall not be interpreted to be a restriction based upon gender. This set of official documents known as the Secaucus Fire Department Standard Operating Guidelines (SOG's) are to take effect immediately. It is every Firefighter's responsibility to become familiar with the guidelines set forth in the document.

Chief of Department

Secaucus Fire Department
Standard Operating Guidelines

April 18, 2006

Introduction

In order to ensure maximum effectiveness and efficiency during fire ground operations, the Secaucus Fire Department has adopted the following Standard Operating Guidelines. These are guidelines to follow and should be adhered to. However, they may be altered if the reasons are justified. It is the responsibility of each member of the Secaucus Fire Department to obtain a working knowledge of these practices and guidelines. It is the obligation of all fire officers to base their instructions on these principles.

All of these guidelines follow National Fire Protection Association (NFPA) guidelines and/or International Fire Service Training Association (IFSTA) training manuals and coincide with the scope of training conducted at a New Jersey accredited certified fire academy. Any procedure not specifically covered within these Standard Operating Guidelines shall be handled as outlined in the International Fire Service Training Association (IFSTA) training manuals.

Secaucus Fire Department
Standard Operating Guidelines

SOG # 06-004-06

April 18, 2006

Preliminary Size-up Report Worksheet

_____ on the scene.
(Name of Command)

We have a _____ story
(Number of Stories)

Construction Type: _____

Type of Occupancy: _____

Description of Conditions: _____

Actions Being Taken: _____

_____ is establishing . _____ Command.
(Unit Designation) (Name Command)

The Company or Chief Officer transmitting the Preliminary Size-up Report **MUST** name the command.

Secaucus Fire Department
Standard Operating Guidelines

SOG # 06-004-06

April 18, 2006

Initial Progress Report Worksheet

This report is to be given by the Incident Commander within the first 5 minutes of the operation.

This report shall include:

- a) Description of fire building/emergency area.
- b) Description of exposures.

Initial Progress Report:

Headquarters from _____ Command.
(Name of Command)

_____ is a _____ story, _____
(Address) (Number of Stories) (Type of Construction)

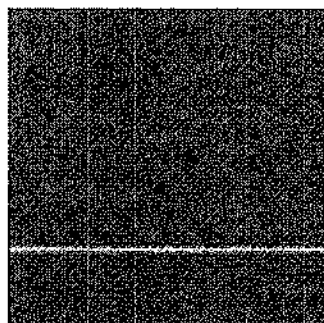
and is _____
(Occupied, Unoccupied, or Vacant)

Describe Fire Conditions: _____
(Light, Medium, or Heavy)

Describe Fire Situation: _____
(Doubtful/Probable/Will Hold)

Identify & Describe Exposures

Exposure Charlie



Exposure Bravo

Exposure Delta

Exposure Alpha

Secaucus Fire Department
Standard Operating Guidelines

SOG # 06-004-06

April 18, 2006

Continual Progress Report Worksheet

A second progress report will be transmitted within 15 minutes of the Initial Progress Report.

This report shall include:

- a) Description of conditions.
- b) Life Hazard Profile: Status of Primary Search, Secondary Search when under control is transmitted.
- c) Action Taken/Deployment of Forces
- d) Appraisal of probable results of efforts taken to control the situation.

Initial Progress Report:

Headquarters from _____ Command.
(Name of Command)

Progress Report: _____

Location & Extent: _____
(Light Fire Conditions/Medium Fire Conditions/Heavy Fire Conditions)

Situation Appraisal: _____
(Doubtful/Probably Will Hold/Under Control/Condition Improving/Conditions Unchanged)

Additional Assistance Required: _____
(2nd/3rd/4th Alarm Command Company/MSU/Other)

Primary Search of _____
(ID Areas/Floors Searched) (Completed/Incomplete)

Results: _____

Action Taken/Deployment of Forces: _____
(ex. All Hands Working)

Number & Location of Lines Operating: _____

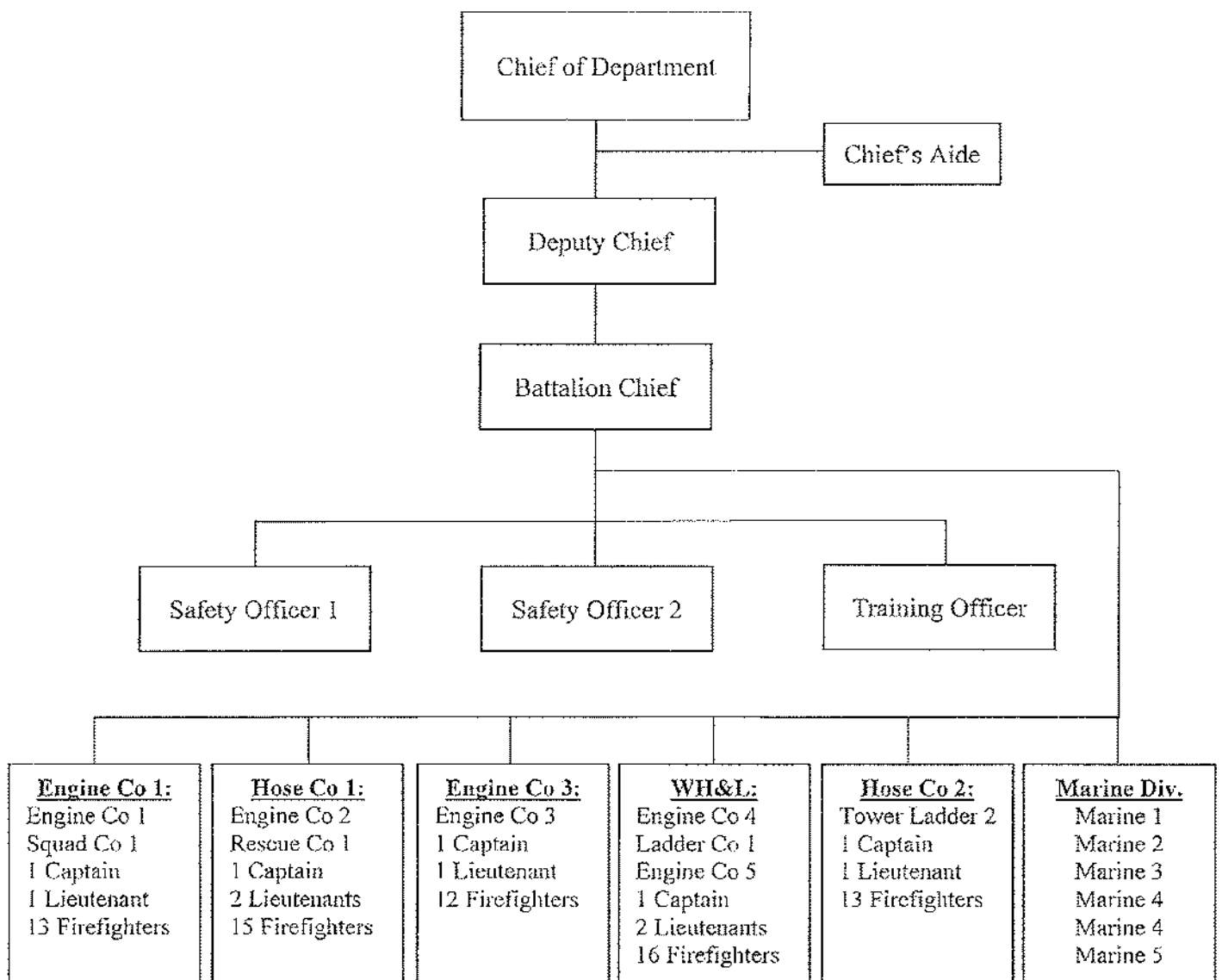
Number & Location of Lines Operating in Exposures: _____

Ventilation Activity – Windows & Doors: _____

Secaucus Fire Department
Standard Operating Guidelines

June 8, 2020

Table of Organization



Staffing:

1 Chief of Department
1 Deputy Chief
1 Battalion Chief
5 Captains
7 Lieutenants
67 Firefighters
Total Manpower: 82

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-001-06

March 13, 2006

Personal Protective Equipment

- Article 1: Each firefighter is issued a complete set of department approved structural firefighting protective equipment which will be worn at all responses and drills. The full ensemble will include a helmet, bunker pants, coat, hood, boots, gloves, self-contained breathing apparatus (SCBA) mask, 2 Accountability Tags and PASS Alarm.
- Article 2: Underclothing when in protective equipment will include trousers and/or shorts, full T-shirt, and socks.
- Article 3: Protective equipment will be worn when riding any apparatus.
- Article 4: The officer in charge of the apparatus will ensure that all personnel are wearing full protective equipment before the apparatus is put in motion.
- Article 5: SCBA shall be worn on all responses.
- Article 6: Anytime SCBA is utilized in a structure, Personal Alert Distress Device shall be activated.

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-002-06

March 22, 2006

General Operating and Positioning Guidelines
Initial Scene Assignments

Purpose:

1. To standardize the initial scene assignments of Engine Company apparatus and personnel.
2. To create a standard approach to all first alarm responses upon which a greater alarm organization may be built.
3. To create a standard operating guideline by which assigned personnel may carry out the duties of the Engine Company in a most efficient and safe manner.
4. To safely and efficiently deploy Engine Company resources to provide rapid extinguishment of fire and protection for Truck Company personnel.

Scope:

1. The guidelines outlined herein shall apply to all personnel and shall be Standard Operating Guidelines for all Engine Company assignments during investigative and offensive operations.
2. The guidelines outlined herein shall apply to all personnel assigned or temporarily detailed to an Engine Company.
3. It shall be understood that all guidelines outlined herein are to be enacted at ALL first alarm incidents.
4. It shall be understood that during the investigative mode, personnel shall carry out all assigned evolutions as per the guidelines herein.

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-002-06

March 22, 2006

General Operating and Positioning Guidelines (cont.)
General Apparatus Assignments

1. FIRST ARRIVING ENGINE and TRUCK COMPANY shall cover the building during the initial investigation.
2. All personnel assigned to the first and second arriving Engine Companies shall position as per the guidelines outlined herein.
3. On one way streets the first arriving Engine shall enter the fire block with the flow of traffic.
4. If this is not possible due to unusual conditions, the Company Commander must notify all other responding companies so proper adjustment of responses can be made.

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-002-06

March 22, 2006

General Operating and Positioning Guidelines (cont.)

A – Engine Company Placement

1. **FIRST ARRIVING ENGINE** will position beyond the fire building, leaving room for the first arriving Truck Company.
 - a. Engine positioning distance beyond the fire building is generally 50 feet.
 - b. First due Engine Company shall not stop in front of fire building, even if the hydrant is positioned there. Make sure to always leave room for the Truck Company.
2. **SECOND ARRIVING ENGINE** generally will be the Supply Pumper and will either:
 - a. Back into the first-arriving Engine from the cross street (narrow one-way street).
 - b. Pull alongside first-arriving Engine (two-lane one-way or two-way street).
 - c. "Bump" the first arriving Engine.
 - i. "Bumping" is when two Engines arrive at the fire block at approximately the same time. The second Engine will move up ("Bump") the first engine. This second engine then has the duties of the first engine.
3. **THIRD ARRIVING ENGINE** will generally await the arrival of the first arriving Truck Company and then back down to the Truck.
 - a. The third-arriving Engine may supply the Truck or may receive a supply from the fourth-arriving Engine Company.
4. **FOURTH ARRIVING ENGINE** shall position in a non-committed mode and await orders from Command.
 - a. The fourth-arriving Engine shall be prepared to provide water supply for the third arriving Engine.

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-002-06

March 22, 2006

General Operating and Positioning Guidelines (cont.)
B – Ladder Company Placement

1. **FIRST ARRIVING LADDER COMPANY shall position at the front of the fire building.**
 - a. Unless pre-plan, conditions or orders of Command dictate otherwise, the first arriving Ladder Company shall position at the front of the fire building.
 - b. In positioning apparatus, consideration shall be given to overhead obstructions.
2. **SECOND ARRIVING LADDER COMPANY shall stage uncommitted in ready mode.**
 - a. Unless pre-plan, conditions or orders of Command dictate otherwise, the second arriving Ladder Company shall stage uncommitted in a ready mode.

Secaucus Fire Department
Standard Operating Guidelines

SOG #01-002-06

March 22, 2006

General Operating and Positioning Guidelines (cont.)

C – Rescue Company Placement

1. Residential Rescue Company Placement

- a. Rescue Company will respond to the front of the building whenever possible.

2. Mercantile Rescue Company Placement

- a. Rescue Company shall locate where it can be moved in any direction when orders are received.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-001-06

March 13, 2006

Company Response

- Article 1: All firefighters must respond to the firehouse to insure that the apparatus is en route.
- Article 2: In the event the apparatus has responded, the firefighter shall legally park their vehicle as far as practical from the scene, proceed to their apparatus, tag in, and report first to the company officer or second to incident command where applicable.
- Article 3: The officer in charge of the apparatus and the chauffer will be responsible to proceed in a safe manner and to adhere to necessary traffic regulations.
- Article 4: The officer in charge of the apparatus will insure that all personnel are wearing full protective clothing before moving the apparatus,
- A. The officer in charge of the apparatus will insure that all personnel are in a safe position on the apparatus before moving. Available seating must be utilized at all times. Running board and tail stop riding is prohibited.
- Article 5: All apparatus shall, upon arrival, follow all department SOG's.
- Article 6: The officer in charge of the apparatus will use radio communications with other units responding at common intersections or hazardous areas.
- Article 7: The first arriving officer will radio an initial size-up as soon as possible, as pertained to department SOG.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-002-06

March 13, 2006

Carbon Monoxide Guidelines

1. Determine if the alarm sounding is a smoke detector or a CO detector.

- a. CO detectors in many cases look and sound identical to smoke detectors. Most manufacturers however, provide raised markings on the cover identifying the unit as a CO detector. Since these raised markings are the same color as the detector housing, a close inspection of the unit from a step ladder, especially if installed on a high ceiling, will be necessary.
- b. If there are not markings on the detector cover, it may be necessary to look inside the cover or even remove the detector to properly identify it. **DO NOT TAKE IT FOR GRANTED THAT IT IS A SMOKE DETECTOR BECAUSE IT LACKS OBVIOUS MARKINGS TO THE CONTRARY.** If it is smoke detector activation, continue with the following steps.

2. Check the condition of the occupants.

- a. Do you suspect CO poisoning (cherry red lips, flu-like symptoms, nausea, headache, dizziness, etc...)? If so, follow your normal guidelines for assisting the victims to fresh air and ventilating the structure either by normal or mechanical means.
- b. If you have a CO sensing instrument and plan to conduct a CO investigation, you will probably want to delay ventilating the structure until you take an open air reading to see what CO levels you are dealing with.
- c. In residential structures, a reading **OF HIGHER THAN 9 PPM, (35 PPM IN COMMERCIAL STRUCTURES)** is cause for concern. Remember, CO is absorbed by the body over time. Low level exposure over an extended period of time can be as dangerous as high concentrations for a very short period of time. This means that alarm activation could be indicative of an unhealthy but not immediately dangerous concentration of CO, or it could mean that there is a high life threatening concentration of CO. The idea of the detector is to alert occupants of a potentially hazardous situation so they can exit the building before anyone is harmed.

3. Determine the presence and possible source of CO.

- a. If the alarm is doing its job, the occupants should not yet be affected by the CO poisoning. A determination however, must be made as to the presence and possible source of CO. Check for the obvious causes first: was a car running in an attached garage? Is the chimney blocked? Is a fireplace causing a back draft from a fuel burning device? If not, the oil or propane utility may be able to assist in this part of the investigation and will be required to be contacted if you suspect a problem with a fuel burning device.

Secaucus Fire Department
Standard Operating Guidelines

4. If the investigation shows no cause or CO present, then the problem could be a transient condition in the ventilation of the house or it could be a false alarm.
 - a. Check the detector for proper operation. If it tests normally, there is really nothing more that can be done at this point except to see if a condition exists should a subsequent alarm occur.
 - b. The occupant(s) of the building must be apprised of the findings of your investigation in writing and that is advisable to contact appropriate service personnel if a fuel burning device is suspected.
5. After any incident the Secaucus Fire Department Checklist for Carbon Monoxide Response Investigations Report must be filled out and returned to the Chief Officer.

IT IS OF THE UTMOST IMPORTANCE THAT ALL FIRE DEPARTMENT PERSONNEL TAKE THIS INFORMATION INTO ACCOUNT EACH TIME THEY RESPOND TO ANY ALARM ACTIVATION. APPROPRIATE MEASURES MUST BE UNDERTAKEN TO DETERMINE IF THE ALARM CONDITION WAS CAUSED BY SMOKE DETECTOR ACTVATION OR BY A CO DETECTOR ACTIVATION.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-003-06

March 1, 2007

Helicopter Landing/Lift Guidelines

1. Purpose

- a. The main objective of this operating guide is to provide Secaucus Fire Department personnel safety when they are called to assist during Medivac helicopter lift, when materials must be airlifted to rooftops by helicopter or any time a helicopter must make a landing.

2. Central Office

- a. To request Northstar, Central Office must contact the Jersey City Medical Center who will in turn contact Northstar.
- b. When requesting Northstar through the Jersey City Medical Center, the following information should be available:
 - Name, Rank and Organization
 - Telephone Number of Central Office
 - Radio Frequency of the Secaucus Fire Department
 - Location of incident
 - Type of injury
 - Number of Patients
 - Destination of Patients
 - Landing Site – If known, give brief description of area such as trees, telephone poles, wires, goal posts, etc... along with cross streets
- c. For informational purposes, Northstar is dispatched through REMSC (1-800-332-4356).

3. Apparatus Assignments

- a. A minimum of two apparatus, one Engine Company and one Truck Company shall be dispatched to all helicopter operations

4. Designated Landing Site (DLS)

- a. The DLS must be a minimum of 100 feet x 100 feet.
- b. The DLF must be clear of all obstacles, vehicles and people.
- c. The apparatus shall be facing in different directions, allowing apparatus to respond to an incident outside the DLS since majority of helicopter incidents do not occur in the DLS.
- d. All apparatus lights must be turned off during landings.
- e. No apparatus is allowed in the DLS.
- f. All personnel are to be in full Personnel Protective Gear.
- g. During takeoffs and landings all personnel shall stand behind the apparatus, placing the apparatus between them and the helicopter.
- h. Placements of apparatus and personnel shall be made to try to avoid the front and rear of the helicopter.

Secaucus Fire Department
Standard Operating Guidelines

- i. Personnel assisting in taking patients to the hospital shall remove their helmets and secure them on the apparatus.
- j. At night, if possible, one flare may be placed in each corner of the DLS.
- k. **NOTE:** A helicopter usually starts its approach from the approximately one-half mile out of the DLS, so it is not unusual to have an accident not in the DLS.

5. Equipment Use

- a. No tools, hose or foam are to be removed from any apparatus prior to landing or takeoffs. This allows apparatus to respond quickly to an incident not in the DLS.
- b. Foam and foam appliances shall be readily accessible on the apparatus and not set-up on the ground during takeoffs and landings.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-004-06

April 18, 2006

Dumpster Fires

1. Purpose

- a. To maintain a standard for all Dumpster fire operations.
- b. Extinguish the fire.

2. General

- a. The following guidelines are to be followed for all Dumpster fire operations.

3. Guidelines

- a. Due to their unknown contents, dumpster fires will be treated as a special hazard incident.
- b. Rapid extinguishment with minimal exposure for personnel shall be completed.
- c. Extinguishment should be accomplished without personnel placing themselves in the space above the top of the dumpster, protecting them from any potential explosion.
- d. All personnel directly involved in the extinguishment and overhaul stages should wear full gear, including S.C.B.A.
- e. Excessive water should be avoided to keep runoff to a minimum.
- f. Tools should be used for overhaul to avoid manual hand lines on the attack of the dumpster.
- g. When manpower dictates, there should be two hand lines on the attack of the dumpster.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-005-06

April 18, 2006

Vehicle Fires

1. Purpose

- a. To maintain safety and to set vehicle firefighting standards.
- b. To cool any explosion hazards (gas tank, bumpers, struts etc...) and protect other vehicles or structures that may be in danger of becoming involved in fire.
- c. Extinguish the fire.

2. General

At all vehicle fires the following guidelines have to be met:

- a. Assignments
- b. Minimum number of hand lines
- c. Safety precautions

3. Guidelines

- a. On all vehicle fires, 2 engine companies should respond.
- b. In the event the vehicle is in close proximity to a structure; a full first alarm assignment must respond.
- c. Full P.P.E. shall be worn including S.C.B.A. and Nomex hood.
- d. A minimum of two charged 1 ¾ hand lines need to be in place for fire suppression.
- e. Each hand line requires a minimum of two firefighters.
- f. Both hand lines need to operate from the same side of the vehicle; not at the ends.
- g. Both hand lines should be Automatic nuzzles; not smooth bore.
- h. One hand line should sweep the ground in and around the gas tank area in order to cool the tank.
- i. Both the hood and trunk of the vehicle need to be opened to insure fire extinguishments and to check for any unknown hazards.
- j. Once the vehicle fire has been knocked down, the vehicle must be stabilized until the incident is controlled and the vehicle is removed.

Secaucus Fire Department
Standard Operating Guidelines

SOG #04-006-006

April 18, 2006

Electrical Fires & Problems

1. Purpose

- a. To provide safe guidelines for the handling of electrical emergency operations.

2. Policy

- a. When it has been determined that an electrical emergency exists, these guidelines have been established.

3. Guidelines

- a. PSE&G will be notified for immediate response to the scene.
- b. Give dispatcher proper location of incident (pole number, etc.)
- c. Set up operational perimeter. Request Police Department assistance when necessary. (The rule of thumb for establishing electrical incident operational perimeter is to maintain distance of one complete span of wires on either side of fallen wires.)
- d. Park apparatus outside of operational perimeter.

4. Safety

- a. Do not fight electrical fires unless de-energized or life is in danger. Protect exposures.
- b. Be careful when spotting equipment and hose lines. Electrical lines may fall on apparatus, personnel or hose lines.
- c. Do not walk under transformers as they may contain P.C.B.s or burning oil. (Remember transformers can and do explode.)
- d. As in any other evolution, all turn out gear must be properly worn.
- e. Do not open shutters on vaults. This may cause an explosion due to accumulation of flammable gases.
- f. Keep bystanders clear of hazardous area.
- g. Stay clear of manhole covers over electrical vaults. They have been known to blow off and fly as far as one hundred feet.
- h. No personnel shall enter underground electrical vaults except to effect rescue and then only when advised by power company personnel on the scene that the vault has been de-energized.
- i. When entering underground electrical vault (de-energized) to effect rescue, personnel must be in full protective clothing, including a manned life line SCBA.
- j. At NO time will any personnel attempt to pull a service meter, buss bar, cut a service or touch a charged electrical line without the direct orders of the officer in charge.
- k. Do not assume that telephone wires are not hot. They may be in contact with hot wires.
- l. Do not use water to control pole top fires unless de-energized by the power company.

Secaucus Fire Department
Standard Operating Guidelines

- m. Avoid standing in puddles of run-off water during firefighting operations when energized electrical equipment may be involved or nearby
- n. Assume that all wires down are HOT and act accordingly.
- o. DO NOT use non-rated equipment such as pike poles, non-rated cutters and non-rated ropes to handle downed wires.

5. Wires Down

- a. Establish a secure area (operationally perimeter); include fences, vehicles, guard rails, railroad tracks and puddles of water which may be electrically energized.
- b. Standby and keep the public away from the scene until wires are de-energized by power company personnel.

6. Electrical Fire Control

- a. Electrical fires are best handled by shutting down power source.
- b. CO2 and dry chemical is the best extinguishing agent for electrical fires.
- c. If structure fire involves electrical service or wiring, the power to the building should be shut off.
- d. Electrical vault fires should be extinguished only after they have been de-energized.
- e. Power company personnel shall be notified anytime electrical service is shut off by fire department personnel.
- f. Resources involving immediate life hazard will only be attempted as a last resort with the direct order of the officer in charge.
- g. As in any other evolution, all turn-out gear must be properly worn. Check for extension to surrounding exposures in manhole fires

7. Vehicle Rescue

- a. Uninjured or mildly injured victims should stay in the vehicle until power to downed lines can be secured by power company personnel.
- b. Do not use pike poles, non-rated ropes and/or non-rated equipment to handle downed lines during vehicle rescues

Secaucus Fire Department
Standard Operating Guidelines

SOG #06-001-06

March 21, 2006

Personal Accountability System

- Article 1: Accountability rings should be located on each apparatus in such a way that the tags are visible in the cab area.
- Article 2: While responding to an emergency, members are responsible to place their tags on the accountability ring.
- Article 3: Any member in a personal vehicle shall tag in with their company upon arriving at the emergency.
- Article 4: Colors for each company shall be:
Engine 1 = Grey
Engine 2/Rescue 1 = Blue
Engine 3 = Green
Engine 4/Ladder 1 = Red
Tower 2 = Yellow
- Article 5: In the event of a collapse, evacuation or other emergency during the incident, the Incident Commander (IC) will assign an individual to collect the accountability rings from all the apparatus on the scene and take them to the command post for a roll call.
- Article 6: Immediately Dangerous to Life and Health (IDLH)
Upon entering an area designated IDLH the firefighter shall give their 2nd tag to the Accountability Officer who shall be in close proximity prior to entry of that area.
- Article 7: Anytime the I.C. feels it necessary to conduct a PAR (personal Accountability Roll call) & it is announced that it is to be conducted,
- A. The PAO (Personal Accountability Officer) will collect all accountability rings and report to the command post.
 - B. All companies will cease all but emergency radio communication.
 - C. The PAO will report all members accounted for or report members missing.

Secaucus Fire Department
Standard Operating Guidelines

SOG #06-002-06

March 1, 2007

Radio Communications

I. General Operation – Guidelines

- a. Departmental radio equipment is for the use of department personnel only. No member shall permit unauthorized personnel to operate any departmental communications equipment.
- b. Personnel operating department radio equipment shall adhere to federal communications commission regulations and limit radio communications to official business of the department.
- c. Personnel operating department radio equipment shall identify the transmitting unit by his designated call sign or apparatus.
- d. Radio transmissions shall be brief, accurate, and to the point. Unnecessary transmission should be avoided.
- e. Department radio designations are as follows:

f. OIC
will be

<u>Apparatus</u>	<u>Officer in Charge</u>
Engine 1	Engine 1
Engine 2	Engine 2
Engine 3	Engine 3
Engine 4	Engine 4
Ladder 1	Ladder 1
Tower Ladder 2	Tower Ladder 2
Rescue 1	Rescue 1
Engine 5 (Foam Unit)	Engine 5 (Foam Unit)
Marine Rescue 1	Rescue 1
Squad 1	Rescue 1

assignments
as follows:
• Any
operator/driver
of an apparatus
will be known
as the
apparatus' name
followed by
chauffer. Ex.
Truck 1

Chauffer, Rescue 1 Chauffer, Engine 1 Chauffer...

- Captains, or the officer of the Apparatus will be known simply as the apparatus name. Ex. Truck 1, Rescue 1, Engine 1...
- First Lieutenants will be known as Alpha. Ex. Truck 1 Alpha, Rescue 1 Alpha, Engine 1 Alpha...
- Second Lieutenants will be known as Bravo. Ex. Truck 1 Bravo, Rescue 1 Bravo, Engine 1 Bravo...
- All other firefighters will be known as Delta and beyond following the International Radio Operations Alphabet

Secaucus Fire Department
Standard Operating Guidelines

- **NOTE:** Only officers and chauffeurs should be on the radio. Unless you are one of the above or in need of assistance, you should refrain from using the radio thus leaving communications open for emergency chatter.
- g. Personnel using department radio equipment when responding to or at the scene of an alarm shall limit transmission to those necessary in the performance of fire ground operations.

2. Officer in charge (OIC) Responsibilities (During Company Responses)

- a. The OIC will report, "Apparatus is responding". (Note): When apparatus is responding it informs HQ that the apparatus is committed to that assignment and is **not available**. "In Service" would be incorrect because it informs HQ that the apparatus is "available".
- b. During the response the OIC will report any delays due to road conditions, traffic, apparatus problems, or any other reasons for delay.
- c. During the response the OIC will report when the apparatus is approaching response cross routes. Example: "Ladder 1 is approaching County Ave and Paterson Plank Road".
- d. During the response the OIC will report any visual conditions existing. Example: "Engine 2 to responding companies, heavy smoke in the area".
- e. Upon arrival, the "first due" OIC will get a visual of all three sides of the fire building or overall view of the incident. Then, the OIC **must** transmit a preliminary size up report. See (SOG# 06-004-06)
- f. The OIC will remain in command until transferred to a higher ranking officer.

3. Incident Command (IC) Responsibilities

- a. The incident commander shall assume command via radio.
- b. The IC will ensure initial fire ground operations are underway. Example: Primary attack line being stretched, water supply being initiated, ventilation and search in progress.
- c. The IC may need to assign incoming companies as needed. The IC will consider if additional resources are needed. Example: 2nd alarm, EMS, PSE&G, DPW, etc... See (SOG# 06-004-06)
- d. The IC will be responsible to transmit an initial progress report.
- e. The IC will be responsible to transmit a continuing progress report every 15 minutes. See (SOG# 06-004-06)

4. Scene Stabilization

- a. After the IC transmits "fire under control" the IC will release companies as he deems necessary.
- b. The IC will transmit what companies are either released or "In Service" at the scene. (Note): "In Service" informs HQ that the company is "Available" and able

Secaucus Fire Department Standard Operating Guidelines

to respond to another incident. "In service at the scene" means simply, the company is available from the scene.

- c. The IC must transfer command to an OIC if command is not terminated yet and the IOC must acknowledge transfer of command via radio.
- d. If a company is released, the OIC will transmit "returning to quarters".
- e. Upon arrival back to company quarters, the IOC will transmit "at quarters".

5. Miscellaneous Communications

- a. A weekly test of the department's radio will be conducted each Sunday at 10:30 AM.
- b. Special messages may be transmitted in conjunction with the alert tests or as necessary.

Secaucus Fire Department
Standard Operating Guidelines

SOG #15-002

April 2, 2019

Civilians on Fire Apparatus

1. Purpose

- a. To ensure that only authorized Secaucus Fire Department personnel drive, operate and ride in Secaucus Fire Department apparatus and that only authorized civilian personnel ride in Secaucus Fire Department apparatus.

2. Policy

- a. It is the responsibility of all Secaucus Fire Department members to be familiar with and follow this guideline when operating apparatus and hosting approved civilians.
- b. **Definitions:**
 - Apparatus - A specialized Secaucus Fire Department emergency vehicle used for rescue, fire suppression, or other specialized function. Generally, not a common type of passenger vehicle. (This includes department service trucks and command vehicles.)

3. Guidelines

General Guidelines

- With limited exceptions, apparatus shall only be driven and operated by department members or authorized maintenance personnel.
- With limited exceptions, the Fire Officer or Officer in Charge may permit civilians to ride in apparatus for nonemergency events with prior approval of a Chief Officer.

Limited Exceptions

- Civilians for whom it has been deemed essential by Chief Officers
- Police Officers if the situation warrants the need.
- Persons who have, at the expressed discretion of a Chief Officer, been authorized under exigent or other circumstances may ride on Secaucus Fire Department Apparatus.
- Civilians permitted to ride on Secaucus Fire Department apparatus will only be allowed to remain in the vehicle during emergency responses if that person is engaged with the Secaucus Fire Department during an emergency mitigation.
- Fire personnel, employed by another community, may ride on Secaucus Fire Department apparatus during routine Mutual Aid Assignments of Large Scale Multi-Jurisdictional Emergency Events.

Chief of Department

Secaucus Fire Department
Standard Operating Guidelines

SOG #15-003

April 2, 2019

Drug and Alcohol Policy

It is the intent of this policy to keep the Secaucus Fire Department in the highest standards that can be set forth by our profession. We must recognize the responsibility and obligation we have to conduct our personal and professional life with scrupulous attention to the trust and confidence, which this community and organization requires.

No member of the Secaucus Fire Department will be permitted to respond to any emergency calls or training while under the influence of drugs or alcohol.

No member shall consume or make visible any illegal drugs, drug paraphernalia, or alcohol beverages at any fire ground or training operations.

The members of the Secaucus Fire Department intend to ensure a safe and productive environment. Accordingly, this policy prohibits being under the influence, use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, or otherwise legal but illicitly used substances by any member while on organization business or premises, fire ground and training operations. Thus includes prescribed and over the counter drugs not being used for their intended or authorized purpose and abusive use of alcohol.

The Secaucus Fire Department supports the efforts of its members seeking assistance for substance abuse. We recognize that a member's health can affect their performance at a fire emergency call, the quality of their work at the firehouse, and safety of all firefighters around them.

Each member has the responsibility to seek information, counseling and assistance for their own substance abuse problem.

Any member violating this policy will be placed on administrative leave immediately for conduct unbecoming a firefighter/officer pending further action by the Town of Secaucus Human Resource Department which may include:

Testing by urinalysis may be required of a member. Immediate medical attention will be requested and testing may occur when factors such as physical appearance, behavior, or other circumstances give good faith reason to question whether substance abuse may be a factor. A member to be tested for substance abuse will be requested to sign a written consent to the test guidelines and to the restricted release of test results.

Failure to sign a written consent could result in immediate suspension, pending an investigation. Use, possession, transportation, promotion, or sales of illegal drugs or drug paraphernalia, or otherwise legal, but illicitly used substances could result in immediate suspension, pending an investigation.

SOG #15-003

Secaucus Fire Department
Standard Operating Guidelines

April 2, 2019

Drug and Alcohol Policy (cont.)

If a member's test result is confirmed to be positive it will be given consideration by the Town of Secaucus Human Resource Department, in determining any disciplinary action for the event or circumstance, which led to the test. If continued in membership, the member may be required to cooperate with the Town of Secaucus in an approved medical evaluation and treatment.

The Secaucus Fire Department may take additional disciplinary action against a member based on the nature and severity of repeated offenses according to the guidelines stated in the Town Ordinance. Disciplinary action may include expulsion from the department.

Chief of Department

Secaucus Fire Department
Standard Operating Guidelines

June 8, 2006

Use of Safety Officer(s) at Incidents

1. Purpose

- a. To provide guidance and procedure for the utilization of a safety officer at designated significant incidents.

2. Responsibility

- a. It shall be the responsibility of Incident Commanders (ICs) to designate a Fire Department Incident Safety Officer (FDISO) at incidents suggested in this standard operating guideline (SOG). It shall be the responsibility of designated FDISOs to follow procedure contained here within. It shall be the responsibility of all on-scene fire personnel to work with the FDISO to recognize and minimize risks associated with incident environments and operations.

3. General Guidelines

- a. The department recognizes that certain incidents present a significant or increased risk to firefighters. With these incidents come an increased responsibility to monitor firefighting actions and environmental conditions. The appointment of a Fire Department Incident Safety Officer can increase an Incident Commander's effectiveness in protecting firefighters.
 1. The Incident Commander shall appoint an FDISO early during an incident in order to maximize the effectiveness of the IC/FDISO team. The FDISO shall don a high-visibility "Safety Officer" vest as a means to signify to all personnel the presence of the Safety Officer. Supervisors and leaders shall report hazards to the FDISO in the course of operations.
 2. An appointed Fire Department Incident Safety Officer shall have the authority of the Incident Commander to stop or alter any operation, action, or personal exposure that presents a threat to the life safety of a firefighter, crew, or liaison person.
 3. Any changed, altered, or stopped assignment made by the FDISO shall be immediately communicated to the Incident Commander.

4. Automatic FDISO Delegation

- a. The Incident Commander shall delegate an officer to fill the FDISO position if any of the following conditions exist:
 1. A second alarm is struck (or greater).
 2. A firefighter injury requiring transport or a line-of-duty death.
 3. Five or more group/division assignments or division of operations into branches.
 4. Any incident where firefighters must take extreme risks or the Incident Commander wishes to delegate the safety responsibility.

Secaucus Fire Department
Standard Operating Guidelines

5. Specific ISO Duties

- a. The FDISO shall report to the IC and confirm the need for a safety officer prior to acting as the safety officer.
- b. The FDISO shall utilize the FDISO checklist and prioritize safety efforts. Hazards found shall be communicated to the appropriate crew and the IC.
- c. The FDISO shall take the lead in the investigation and documentation of firefighter injuries on scene.
- d. When a significant safety violation is found, the FDISO shall take action or cause to take action to ensure that the violation is addressed and follow-up is documented at the company level.
- e. Upon hearing a "MAYDAY" or witnessing a collapse, or noting any other firefighter emergency condition, the FDISO shall immediately report to the IC and assist with developing a systematic approach to the rescue and recovery of firefighters.
- f. If the FDISO is to perform any reconnaissance or operation within the hot zone, the FDISO shall team up with a partner and be tracked through the accountability system.
- g. The FDISO shall refrain from assisting with any task assignment and should maintain an observer role in order to best promote consultant information to the Incident Commander. If task involvement is required to prevent a firefighter injury, thus action may take place; however, the task should be altered once the immediate threat is abated.

Secaucus Fire Department
Standard Operating Guidelines

June 8, 2006

Team Search Rope Guidelines

Objective:

The main objective of the Team Search Rope is to provide an additional tool for Secaucus Fire Department members to aid in the location of trapped or missing firefighters and civilian occupants.

Standard Operating Guide Content:

Section 1 - The Concept

Section 2 - Where it is utilized

Section 3 - Equipment needed

Section 4 - Resources required for deployment

Section 5 - Team Search - Types and Operation

Section 6 - Training and Maintenance

Section 1 - The Concept:

- The team search rope is a concept that has been utilized in the fire service with great success for many years. This tool will aid the firefighter by giving him a bearing into the unknown.
- Prior to the use of search ropes, members only had the use of the light scan and perimeter search techniques.
- The basic concept of the search rope is being enhanced with the addition of a simple but innovative "TWIST" to build firefighter confidence. The twist is the use of consecutive knots. Consecutive overhand knots are placed at 20 foot intervals in the rope.
- This system gives the search team a greater bearing on the distance traveled, whether entering or exiting the search area.
- Enabling the firefighter to use the sense of touch to gauge the distance traveled, whether entering or exiting the search area.
- This simple tool will greatly assist members in meeting their primary search objective **SAFELY**.

Section 2 - Where it is utilized:

- At any incident, fire or other emergency which requires the extra safety dimension afforded by search ropes.
- Examples are:
 - High rise fires
 - Shopping malls/supermarkets
 - Warehouses/factories/loft buildings
 - Large multiple dwellings (H-types)
 - Hotels
 - Hospitals/nursing homes
 - Confined spaces

Secaucus Fire Department
Standard Operating Guidelines

UTILIZE THE SEARCH ROPE WHEREVER AND WHENEVER THERE IS DOUBT

- As in all fire and emergency operations, pre-incident information and comprehensive, ongoing size-up, will greatly enhance the success of the search.
- The decision to utilize the team search rope operation can be made by the incident commander, company officer or any search team member.

Section 3 - Equipment needed:

- A re-enforced nylon rope bag with draw string and handle
- Nylon rope; approximately 200 feet in length
- Consecutive knots at 20 feet intervals
- Clip placed at both ends of rope
- Worksheet, clipboard and stopwatch for Level I & II operations

Section 4 - Resources required for deployment:

- Quick deployment searches
 - At least one company (Engine/Ladder/Squad/Rescue)
- Team search rope evolution - Level I
 - At least two companies (Additional members needed for relief/backups)
- Equipment for search teams
 - Personnel Protective Equipment/S.C.B.A./P.A.S.S. Device
 - Flash lights
 - Portable radios
 - Forcible entry tools
 - Flat head axe/Halligan
 - Rabbit tool
 - Thermal Imaging Camera (TIC)

Note: Situations may dictate specialized equipment, power saws, torches, airbags, etc...

- Additional support
 - Operational support from the IC
 - An additional FAST unit
 - Protective coverage for the unit operating
 - Hose line/ventilation
 - NO RADIO TRAFFIC

Section 5 - Team Search - Types & Operation

Secaucus Fire Department
Standard Operating Guidelines

Types:

1. Quick Deployment

Definition: A quick deployment search can be used in small and medium size occupancies which generally don't require air monitoring

- Small commercial buildings
- Residential and Multiple dwellings
- Quick deployment team search will be utilized in 99% of our day to day incidents.

2. Team Search - Level I Operations

Definition: A Level I search is to be used in larger occupancies that pose larger square footage where a more organized approach is required due to air consumption concerns.

- Large commercial buildings
- Hotels
- Hospitals/Nursing Homes

3. Team Search - Level II Operations

Definition: A Level II search is to be used in occupancies that pose extremely large square footage areas whose floor layout may be unusual, undivided or confined. **** This level search requires the utilization of an anchor man position. ****

- Large commercial buildings
- Commercial high-rise

Operation:

1. Search Officer/Team Member secures rope to a fixed stationary object.
2. All members operate on the assigned **fire frequency**. (Channel #1 or #16)
3. A large floodlight or flashlight is placed at the entrance opening when operating in Level I or Level II search.
4. **All members are to utilize all necessary equipment** and resources as previously documented.
5. Search team monitor:

Quick deployment search

- A. Monitors **how many** members enter the area
- B. Who they are

Level I & Level II searches

- A. Monitors **how many** members enter the area
- B. Who they are
- C. Documents and monitors entry/on-air time
- D. **Recalls** members as **per time projection**

30 Minute Cycle	60 Minute Cycle
○ 10 minutes submerge	○ 20 minutes submerge
○ 10 minutes exit	○ 20 minutes exit
○ 10 minute SAFETY FACTOR	○ 20 minute SAFETY FACTOR

Secaucus Fire Department
Standard Operating Guidelines

6. Search team members are to radio each knot position traveled in all Level I & Level II searches. (This is not necessary during quick deployment searches)

For Level II searches the ANCHOR MAN position is established

Anchor Man:

- A. Proceeds down the rope as the third man.
- B. At each 20 ft. interval, members could search off his position and then return.
- C. Radios to the search team monitor each knot distance traveled.

7. With any change in direction of the search team, the rope must be secured to show change of direction; to ensure a safe return.

8. Assigned back-up/relief teams provided in Level I & Level II searches.

Section 6 - Training & Maintenance (15th of each month)

- Each search rope is to be
 - Deployed
 - Inspected
 - Re-packed
- At this time, company officers shall review with members, the SOGs on tem search rope techniques.

Secaucus Fire Department
Standard Operating Guidelines
Driver Training Guidelines

Section 1:

This guideline is set forth to set up consistent training requirements and procedures for all eligible members of the Secaucus Fire Department who wish to become operators of Secaucus Fire Department Apparatus.

Section 2:

This guideline will pertain to all qualified operators and prospective operators of Fire Apparatus in the Department.

Section 3:

New drivers must meet the following minimum requirements:

1. Qualifying drivers must be a minimum of 18 years of age
2. Must possess a valid New Jersey Driver's License
3. Must have completed all probationary membership requirements, have been elected to active membership, and approved by the Mayor and Town Council.
4. Qualifying driver must obtain approval from the Chief of the Secaucus Fire Department to begin training.
5. Drivers must complete a minimum required hours of driver training through all 3 stages.

Section 4 - Instructor Selection:

Instructors will be appointed by the Chief for each company based on 3 requirements:

1. Their experience with apparatus in question
2. Their ability to instruct
3. Have a minimum of 1 year driving experience on said apparatus they are training on. In cases where new apparatus is placed in service in place of old the TRAINER shall have 1 year driving experience on the apparatus that has been replaced.

Section 5 - Selection of Trainers:

Secaucus Fire Department
Standard Operating Guidelines

1. The Chief of the Department and the Captain of the individual companies shall name the training operators of each piece of apparatus.
2. There shall be 3 stages of training in order for a new member to become driver of apparatus.

Section 6 - Stages

Stage 1 - to be performed at the firehouse

- a. Knowledge of any written material and web based material of said apparatus
- b. Operation of all warning devices and in cab controls of said apparatus
- c. Know locations and compartments of all tools and items on the apparatus
- d. Know all vehicle dimensions (height, length, weight, etc.)

Stage 2 - to be performed in a parking lot

- a. The TRAINER will drive said apparatus to a selected parking lot
- b. The TRAINEE will then learn apparatus operation, pump, aerial of so equipped and FDC connection
- c. The TRAINEE will learn breaking, slowing, stopping, turning and backing up of vehicle as well

Stage 3 - will begin with driving on residential streets

- a) Driver training will consist of driving on residential streets and highways, turning in traffic and passing vehicles on roads
- b) Said TRAINEE will learn apparatus placement for all types of incidents
- c) TRAINEE will learn vehicle mounted systems such as generators, power tools, winches, deck guns, etc.

Section 7 - Final Evaluation

1. The TRAINEE can become eligible for a final evaluation after they have completed all 3 stages of training
2. The TRAINEE has met the minimum training hours requirements
3. After said TRAINEE has demonstrated satisfactory performance skills to the TRAINER of the necessary skills to operate said apparatus, the TRAINEE shall receive a signature from the TRAINER to be submitted to the Chief to become a qualified driver of said apparatus.

Section 8 - Recertification

Secaucus Fire Department
Standard Operating Guidelines

All qualified drivers shall undergo operator recertification consisting of the following:

- a) Equipment location
- b) Driver procedures and operating
- c) Apparatus size, weight, and load
- d) Operation of said vehicle
- e) Placement at different types of incidents

Please view the Driver Training Log form below:

Secaucus Fire Department
Standard Operating Guidelines
Driver Training Log

(Attach PDF)

Secaucus Fire Department
Standard Operating Guidelines
Fire Watch Requirements Worksheet

(Attach PDF)

Secaucus Fire Department
Standard Operating Guidelines
Training Narrative Form

(Attach PDF)

Secaucus Fire Department
Standard Operating Guidelines
Training Attendance Form

(Attach PDF)

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines

1. Minimize Chances of Exposure:

- a. On responses, Secaucus Fire Department (SFD) personnel should maintain an adequate distance (more than 6 feet) from any civilian (ex. homeowner(s), business owner(s), or the public)
- b. All SFD personnel shall wear proper personal protective equipment (PPE) to every call. The first Chief, Officer, or Company to call in service shall ask Headquarters (HQ) if there is a Medical Alert at the location.

2. Assistance to EMS calls:

- a. In the event that the Fire Department is to assist EMS with either a lift assist, extrication, or any other type of response requiring close proximity to any individual, an N-95 or P-100 NIOSH approved respirator shall be worn.

3. Further Protection of Secaucus Fire Department Personnel:

- a. The CDC recommends N-95 or P100 with eye protection
- b. N-95 and higher levels of respiratory protection require fit testing
- c. Eye protection should include a face shield, goggles, or self-contained breathing apparatus (SCBA)
- d. Surgical masks with plastic eye lenses are inappropriate PPE
- e. Gloves, use those provided
- f. Use either single-use, disposable equipment or dedicated equipment to decontaminate. If equipment needs to be DECONTAMINATED, clean and disinfect using ethyl alcohol (70%) or bleach solution (ratio of ¼ cup of bleach in a gallon of water)
- g. Minimize being in poorly ventilated areas

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines (cont.)

Effective IMMEDIATELY all members of the Secaucus Fire Department are to adhere to the following Directive. These precautions will remain in effect until further notice. Note that revisions may be issued:

1. The Incident Commander will assume command of the incident.
2. A Chief, Officer, or Member will stage immediately in front of the structure as the Staging Officer. The Staging Officer will ask the questions found on the Exposure Log (attached) to the resident/occupant.
3. **ONLY** the Officer/Member of the first arriving Company and (1) additional firefighter are to enter the building initially. Additional members may be needed after an investigation.
4. Additional firefighters from the first due unit will stage **OUTSIDE** of the building with the Staging Officer.
5. If more manpower is needed, they will be sent in by the Staging Officer who will log their entry.
6. All other manpower will **REMAIN INSIDE OF THEIR APPARATUS** until they are advised they are needed.
7. While in any structure, firefighters will don their disposable gloves and N-95 respirators or full SCBA if desired.
8. While in any structure, refrain from touching handrails, phones and many door knobs as possible.
9. If assisting EMS or at the scene of a motor vehicle accident, when possible, only one (1) firefighter is to make patient contact.
10. Once the scene is complete and command terminated, firefighters are to wash their hands with antibacterial wash.
11. Upon returning to the firehouse, firefighters will disinfect the apparatus with the disinfectant sprayers.
12. **ALL MEMBERS ARE TO WASH THEIR HANDS UPON RETURNING TO THEIR RESPECTIVE FIREHOUSES.**
13. **ALL APPARATUS SHALL BE WASHED AT LEAST ONCE A WEEK. IF CONTAMINATED THEY SHALL BE WASHED BEFORE GOING BACK INTO THE FIREHOUSE.**

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines (cont.)
COVID-19 Exposure Log

Date: _____

Run No. _____

Location: _____

Incident type: _____

Members entering the structure:

Company: _____

Company: _____

Name(s):

Form completed by: _____

REMEMBER TO COMPLETE THE BACK SIDE OF THE FORM

Completed forms are to be returned to the department's infection control officer or Health officer

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines (cont.)
COVID-19 Exposure Log (cont.)

On-scene questions for residents/occupants:

Is anyone in the residence or premises sick with...?

1. Respiratory illness _____
2. Cough _____
3. Fever _____
4. Congestion _____
5. Shortness of breath _____

Is anyone in the residence or premises self-quarantined due to potential exposure to the coronavirus? _____

Has anyone in the residence or premises had a possible exposure to coronavirus within the last 14 days? _____

Form completed by: _____

Completed forms are to be returned to the department's infection control officer or Health officer

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines (cont.)
Apparatus Disinfection Log

Company: _____

Date: _____

Apparatus was disinfected at:

Firehouse: _____

Other Location (Specify): _____

Person(s) Conducting Disinfection:

Areas Disinfected:

Cab: _____

Compartments: _____

Other Areas: _____

Completed forms are to be returned to the department's infection control officer or Health officer

Secaucus Fire Department
Standard Operating Guidelines

March 27, 2020

COVID-19 (Coronavirus) Guidelines (cont.)
Firehouse Inspection Checklist

Date: _____

Company: _____

Disinfected by: _____

Check-off as completed:

- Apparatus Bay _____
- Meeting Room _____
- Kitchen Area _____
- Men’s Room: _____
- Lady’s Room: _____

Comments: _____

Completed forms are to be returned to the department’s infection control officer or Health officer

SECAUCUS FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES/GUIDELINES
Boat and Watercraft Operations

SECAUCUS FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES/GUIDELINES
TITLE: Boat and Watercraft Operations
SECTION/TOPIC: Special Operations
NUMBER:
ISSUE DATE: 1/20/20
REVISED DATE:
PREPARED BY: Carl Leppin III, Joe Schoendorf, Freddy Schneider
Preparer:
APPROVED BY: Keri Ann Eglentowicz, Esq.
Approver:
These SOPs/SOGs are based on FEMA guidelines FA-197

- 1.0 POLICY REFERENCE
- CFR
- NFPA
- NIMS

2.0 PURPOSE

This standard operating procedure/guideline addresses procedures detailing operation of Department boats and watercraft: qualifications of personnel, care and maintenance of watercraft, requests for watercraft support, operating watercraft, use of special equipment.

This policy defines the operational guidelines for use of the Fire Boat when conducting water rescue, fire suppression, training, and standby activities on the river/waterways.

Secaucus Fire Department Marine Division SOG'S 1/20/20

3.0 SCOPE

This SOP/SOG pertains to all personnel in this organization.

4.0 DEFINITIONS

1. Marine Division Captain: The Captains in charge of the division under the direction of the Chief. They are in charge at all water emergencies, training, etc.
2. Water Vessel: a watercraft is a boat, jet ski, tanker
3. Tidal Water: water ways that have a 12 hour tidal change of high and low tide.
4. Boat Captain in Charge: The boat operator is the person in charge of operating the vessel.

5.0 PROCEDURES/GUIDELINES & INFORMATION

5.1 Procedures detailing Operation of Department Boats and Watercraft:

Personal Safety:

Personnel are expected to ensure proper safety equipment is available prior to departure from land. They are also expected to bring with them any equipment necessary to provide the services required for that situation/emergency.

Personal Flotation Device (PFD) Use: The greatest risk to rescue personnel is that of drowning. The only adequate protection is by wearing a properly fitting, USCG approved type III (or better) PFD.

Fire Department personnel shall always wear an approved PFD while:

- Riding in or on any watercraft while moving under power.
- Engaged in any emergency response on or near the water.
- Engaged in any operation in the water.
- In any situation where the member is at risk for falling into the water.

Personnel are expected to know their own swimming ability limitations, and take appropriate measures to ensure their own safety, as well as the safety of any potential victims.

Thermal Protection: surface water temperatures usually range into the low 30 degrees during the winter months. Operating in this environment can cause rapid incapacitation of rescuers and/or victims due to hypothermia.

Fire personnel will not enter the water to perform rescue functions unless they have an adequate level of thermal protection for the existing water temperature. This may include a wet or dry suit, exposure suit, or other approved method. The dive team or other agencies should be requested and utilized for cold water entries. If the dive team is unavailable or if suitable thermal protection is unavailable, alternative (non-entry) methods should be employed.

Additionally, personnel should expect ambient air temperatures to be much lower while operating on the water. Wind blown across the water surface can significantly lower the air temperature. Fire

Secaucus Fire Department Marine Division SOG'S 1/20/20

personnel should anticipate and prepare for this factor prior to boarding any watercraft, taking a pessimistic approach to planning their environmental exposure. Adequate layering of suitable clothing is the most effective method for combating hypothermia. Hypothermia protection and treatment should also be considered early for all rescue victims.

Additional Personal Protective Equipment (PPE): Fire Department personnel are expected to evaluate each situation and utilize an appropriate level of personal protection to ensure the safety of each individual member. In addition to thermal protection and an approved PFD, this may include head protection (water rescue helmet), gloves, foot protection, safety lines, waterproof flashlights and/or strobes, etc. If an appropriate protection level cannot be achieved with the available resources, additional resources should be requested, and alternative measures should be employed until an acceptable protection level can be attained.

General Watercraft Safety:

Fire personnel may operate from fire department or another agency's watercraft (as available and appropriate). They should avoid operating from civilian watercraft, if possible, and should never operate from any watercraft in which the operator is impaired or when safety is in question.

Personnel must maintain adequate situational awareness at all times. Wind shifts, wakes and waves, and evasive steering movements may cause the watercraft to shift suddenly, throwing riders about (causing injury). Personnel may also be thrown overboard without warning. Good shoes, sure footing, good balance, and an adequate hand hold should be maintained whenever possible. Turnout Gear shall never be worn on the watercraft.

All deck areas and surfaces should be kept clear and clean. Lines not in use should be properly stowed. Excess water should be cleared when possible. Emergency equipment should be properly managed, secured, and stowed when not in use. Adequate deck lighting should be used at night, when it does not interfere with operations.

When entering the water (either purposefully or accidentally), personnel are in danger of propeller strikes, getting hit by the hull, hypothermia, becoming entangled in lines, and other dangers. If incapacitated in the water (even while wearing an approved PFD), personnel can be in danger of drowning.

It is the responsibility of every member of the crew to manage safety practices for the entire operation. Before going underway headquarters shall be notified regarding the purpose (training, emergency, etc.) and give the locations, number of people on board, and any other valuable information. The NY/NJ Regional Fire Boat Task Force shall also be notified.

Emergency Operations:

At anytime personnel are operating on the water from a watercraft, the operator is ultimately in charge of and responsible for the watercraft. The ranking Fire Department officer is ultimately in charge of the emergency operation. The operator or fire department member in charge should limit the number of personnel on the craft to the minimum necessary to safely manage the incident. The operator or fire department member in charge must ensure that all rescue or firefighting operations are conducted in a

Secaucus Fire Department Marine Division SOG'S 1/20/20

safe manner. If safety is compromised, the operation must be aborted or modified so that it can be carried out safely.

If it becomes necessary to enter the water to perform a rescue, an operator shall remain on-board the watercraft at all times. Watercraft will not be abandoned during emergency operations unless anchor or dock lines properly secure it.

The remaining personnel will perform watercraft positioning, scene safety and protection, radio contacts, and rescue support functions. Radio contact with command and/or land units will be maintained whenever possible.

EMS/Rescue Operations: When responding to EMS or rescue incidents, fire personnel will ensure that appropriate EMS equipment is loaded on to the craft prior to departing the dock. This equipment will ensure that proper treatment can be initiated if indicated on a patient or victim while in the boat prior to transferring the patient to shore units. If at all possible, EMS should accompany fire personnel to the scene.

Fire department personnel operating from watercraft should enter the water (such as to perform a rescue) only as a last resort. Crews should consider less dangerous intervention methods first, such as reach, throw, and then go. Entry into the water should only be considered if it could be accomplished safely and effectively. The dive team or other agencies should be requested if needed any time our crew members are entering the water to affect a rescue. Early deployment of the dive team or other agencies will be critical to the survivability profile of a victim in the event the surface rescue is unsuccessful.

If water entry is deemed the best possible option, personnel are expected to utilize an appropriate level of personal protection that will ensure their safety. If an adequate personal protection level is unavailable, alternative (non-entry) methods should be employed.

Fire Department personnel will not enter the water unless trained and/or equipped to perform the expected tasks. Adequate backup personnel should be readily available whenever possible. Only the minimum number of personnel needed to perform the expected tasks should be used, and exposure time in the water should be minimized as much as possible.

If unable to complete the required tasks, personnel should move to a safe location (out of the water) to regroup. Additional resources should be requested to address the specific type of emergency at hand. Personnel operating in the water should be closely monitored for signs of hypothermia and distress. It may be necessary to rotate personnel to ensure safety.

Water rescue operations may require multiple companies to complete the rescue safely. Boat based operations require personnel on the boat to pick up the victims and personnel on shore, to receive victims and personnel on shore to receive victims. An early request for additional resources (ALS, BLS, Ambulance, etc.) will help to ensure that adequate personnel are deployed to safely manage the incident.

Operations during cold weather indicate that personnel that enter the water will need to be evaluated as potential hypothermic patients. This factor will increase the total number of patients rapidly. The incident commander will need to be aware of this fact over and above the initial incident.

Secaucus Fire Department Marine Division SOG'S 1/20/20

A Pointer shall be assigned from the first arriving company or watercraft on scene whose SOLE RESPONSIBILITY is to watch and monitor status of victim(s) in the water. The Pointer shall maintain constant eye contact with the victim until 1) The victim is rescued, 2) The individual is relieved or 3) The victim goes subsurface. The Pointer shall note the victim's last position and relay information concerning the victim.

Initial size up should include the following: *Determine if incident is rescue or recovery. *Who is the Pointer? Does she/he need assistance? *Consider the following factors:

- Access to water
- Proximity to shore
- Number of victims
- Weather conditions/ air and water temperature
- Technical Rescue Team/Dive Team
- Additional resources
- Other hazards- fire, HazMat, submerged objects
- Water "Rapid Intervention Team"

Rescue options from watercraft should be considered and executed from low risk to high risk:

Reach: The first method of water rescue is to reach the victim with an object such as a pole, backboard, ladder, etc. so either the victim can pull themselves or be pulled to safety.

Throw: If reach is not possible, then throw an item that will float such as a PFD, throw ring, or a rope bag to the victim. The device thrown should be attached to a rope so the victim can be rescued.

Go: The last resort is to enter the water and swim to the victim.

If the decision is to "GO" to EXECUTE the rescue, the Incident Commander will consider the following factors:

- Need for additional Pointers
- Exposure time of rescuers
- Debris in water on surface and submerged
- Distance to victim
- Condition of victim

If the hazards associated with placing a rescuer in the water is too high, Command should consider the use of a helicopter. Command should consult with the pilot and TRT Company officers prior to the commitment of a helicopter for water rescue.

Secaucus Fire Department Marine Division SOG'S 1/20/20

Subsurface Operations: Fire Department personnel will operate below the water surface only when properly trained and equipped to do so. "Breath hold" dives by untrained individuals are dangerous, ineffective, and should not be attempted.

Qualified and equipped safety divers should be called to handle submersion incidents, such as a drowning situation.

Fire Boat Operations:

Fire Boat engines shall only be started once the lower unit is submerged in the water as they are water cooled. Failing to do so can cause damage to the engine.

When responding to reported boat fire, crew members will load the proper amount of foam on the boat prior to leaving the dock. Additional shore-based resources and command should be requested as needed to assist the extinguishment of any working fires.

Personnel responding to on-water fire incidents via water craft are expected to know and work within their limitations.

Firefighters wearing personal protective equipment (i.e. turn-out gear with or without an SCBA) WILL NOT operate within 15 feet of the water's edge (including ALL operations on watercraft) unless they are properly trained in Accident Water Immersion for Firefighters. Personnel who do not meet this criterion will not operate near water while wearing PPE.

Firefighters will not board a burning vessel unless properly trained and equipped to do so. The only time necessary to board a burning vessel is if there is an imminent rescue situation.

The fire boat operator should make a wide turn toward the burning vessel as they approach it. As this occurs, the crew will be able to survey the water immediately around the burning vessel on all sides for potential victims.

Approach to the burning vessel should ALWAYS be made from UPWIND if possible. This is the only time when a vessel is NOT approached into the wind. Doing so will keep the smoke and heat away from the fire and crew and provide for better visibility. A rescue situation, obstacles, and onlookers may prevent this from being possible.

If necessary, the boat operator should advise "on-looking" boats to clear the area on all sides of the burning vessel. It is common for boats to crowd the burning vessel, which makes it difficult to maneuver the fire boat for fire and rescue operations. It is also difficult to account for and locate victims in the water.

If a rescue situation is apparent, all actions will be directed toward those efforts until the life safety hazard has been controlled.

Boat fires will be managed in the defensive strategy, UNLESS there is an imminent rescue situation, the fire is in the incipient stage, or the fire is already under control and the structural integrity of the boat is intact.

Secaucus Fire Department Marine Division SOG'S 1/20/20

As the burning vessel is approached, the crew should be ready to apply water. The deck gun should be set on a wide-fog pattern. Foam should not be applied at this time. The operator will need to maneuver the vessel to counteract the nozzle reaction created by the deck gun. A handline may be attached to the deck gun to assist in the fire attack or to complete the overhaul process if indicated.

Under the protection of a fog pattern, the fire boat will slowly approach until close enough to toss a chain led grappling hook into the burning boat. The grappling hook is then secured by rope to the vessel on fire. Usually the combination of chain and rope is about 20-30 feet long. This is called "Capturing" the vessel. Doing so will allow the fire crew to control the movement of the burning vessel from a safe distance, while simultaneously applying fire suppression agents.

Once captured, the boat operator will slowly back away from the fire and begin towing the burning vessel to a location accessible to responding fire apparatus.

Once backed to a distance that radiant heat no longer causes any danger to the fire boat and crew, the crew can change to a direct (straight stream) attack. Foam is the preferred suppression agent.

When the fire is knocked down, suppression efforts should be suspended so as to keep the vessel afloat. Crews should be ready to reapply suppression agents if the fire begins to burn again. This is common and should be expected.

The burning vessel should be towed to a shore location to meet with land based fire apparatus. The vessel can then be overhauled properly and safely at that location.

Arrangement for removal from the water (environmental control) should be made as soon as the fire is completely extinguished.

Stowing the Watercraft:

After every use, the boat will be properly secured, locked, covered, fueled and cleaned at the dock. Any service needed or problems encountered should be documented on the boat check sheet, and reported to the mechanics and/or Chief.

5.2 Qualifications of Personnel: Be a firefighter a minimum of 18 years or age, have a valid NJ Drivers License, have a USCG safety card, first aid, CPR, AED, Be qualified on the water craft by the training officers or Boat Captains in Charge.

5.3 Care and Maintenance of Watercraft: All Marine Division members shall maintain the watercrafts before and after each use.

5.4 Requests for Watercraft Support: Requests shall either be requested by Headquarters, NY/NJ Regional Fireboat Task Force, or by mutual aid agreements.

5.5 Operating Watercraft: The Secaucus Fire Boats shall be operated by a minimum number of members for the following boats as indicated below:

Marine 1- 28' Lake Assault Fire Boat: 4 members including a minimum of 2 Boat Captains in Charge

Marine 2- 17' Boston Whaler: 2 members

Marine 3,4,5, small 12'-14' boats: 2 members

Secaucus Fire Department Marine Division SOG'S 1/20/20

5.6 Use of Special Equipment: If needed, the dive team or other agencies shall be requested through Headquarters and the NY/NJ Regional Fireboat Task Force (NY/NJRFTE)

5.7 Boat Captain in Charge: The Boat Captain's in Charge are the individuals that have the most knowledge/ trained of the boat in question. For Marine 1 28' Lake Assault Fire Boat, at the time of this SOP, Boat Captain Carl Leppin III, Joseph Schoendorf, Freddy Schneider, Larry Marciano, Mark Mastorelli. Any and All training/operation is approved by these individuals as a whole and in addition to the Marine Division Captain's. If for any reason one of the Captain's leaves, the 4 remaining Captains shall select the successor.

Marine 2,3,4,5, are the qualified officers of the fire company the boat is assigned to.

5.7 Marine Division Captains: There shall be 2 Captains that oversee the Marine Division under the direction of the Chief. They shall oversee all training for each vessel, maintain maintenance logs of each vessel, and coordinate any repairs required.

The 2 Captain's shall have all of the responsibilities of an Engine, Rescue, or Ladder company officer and be certified to an ICS 400 from the State of NJ. They shall have served in a company as a minimum rank of Captain. They shall also be Coast Guard certified with a minimum of 15 years of experience of operating a vessel on tidal waterways. They shall also meet all of the other requirements as set forth on the SOG.

The Captains shall receive all of the benefits of the rank of Captain, however at a fire scene, the Captain of the particular company they are assigned to is in charge unless requested to assist.

Secaucus Fire Department Training Division

1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

Date: _____

Department Training: _____ Company Training: _____

Start Time: _____ End Time: _____

Training Course: _____

Training Location: _____

Course Instructor: _____

Training Narrative: _____

Hours of Training Completed: _____

Instructors Signature: _____

Chiefs Signature: _____

Secaucus Fire Department
Training Division

1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

Date: _____

ATTENDANCE SHEET

NAME _____

SIGNATURE

EMAIL

[illegible]

Secaucus Fire Department
Driver Training Log

Trainer: _____
Print and sign name

Trainee: _____
Print and sign name

		Start Time	End Time
Date			
Location			

		Start Time	End Time
Date			
Location			

		Start Time	End Time
Date			
Location			

		Start Time	End Time
Date			
Location			

		Start Time	End Time
Date			
Location			

		Start Time	End Time
Date			
Location			

Total Hours: _____

Chief sign-off: _____
Print and sign name

SECAUCUS FIRE DEPARTMENT
FIRE PREVENTION DEPARTMENT
1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094
PHONE: 201-330-2059 FAX: 201-617-5937

Fire Watch Duties

The Fire PREVENTION DEPARTEMENT may require a building owner to provide a fire watch if a fire protection system fails, if there are an excessive number of accidental activations or nuisance alarms, or a special circumstance or event. Personnel to conduct the fire watch are determined by the building owner. A professional security company is not required.

Definition of a Fire Watch
The assignment of a person or persons to an area for the express purpose of notifying the fire department and/or building occupants of an emergency, preventing a fire from occurring, <u>extinguishing small fires or life safety dangers.</u>

Requirements of the Fire & Building Safety Code
Fire Alarm / Sprinkler System Shutdown
NFPA 101 – 9.6.1.7 & 9.7.6 Where a required Fire Alarm or Automatic Sprinkler System is out of service for more than 4 hours in a 24-hour period, the authority having jurisdiction shall be notified, and the building shall be evacuated or an approved fire watch shall be provided for all parties left unprotected by the shutdown until the fire alarm or sprinkler system has been <u>returned to service.</u>

Owner Responsibilities

- a) Establish, instruct and maintain fire watch personnel.
- b) Notify the fire alarm monitoring company.
- c) Notify the local Fire Department and the Division of Fire Safety Regional Office that the system is not working again when the system has been repaired.
- d) Contact the repair company to fix the fire protection system(s)
- e) If a Notice of Violation has been written, contact the Asst. Fire Marshal when the system has been repaired.

Personnel serving as a fire watch have the following duties:

- a) Conduct periodic patrols of the entire facility as specified.
- b) Identify any fire, life or property hazards.
- c) Notify the Fire Department if a fire is discovered by calling 9-1-1 with the exact address and type of emergency.
- d) Notify occupants of the facility of the need to evacuate. If the sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.
- e) Determine at least one means of direct communication with the Fire Department. A telephone or radio is acceptable.
- f) Maintain a log of fire watch activities.

- g) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers.
- h) Fire watch personnel cannot have other duties besides their assigned fire watch. However, the Fire Department may designate other duties.

Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen.

Frequency of Inspections

Fire watch personnel should patrol the entire facility every 15 minutes in the following situations:

- a) The facility has people sleeping.
- b) The facility is an institutional occupancy.
- c) The facility is an occupied assembly occupancy. Facilities that do not meet the requirements for a 15-minute patrol frequency should have a fire watch patrol every 30 minutes.

Record Keeping

A fire watch log should be maintained at the facility. The log must be available at all times during the fire watch.

- The log should show the following:
- 1) Address of the facility.
 - 2) Times that the patrol has completed each tour of the facility.
 - 3) Name of the person conducting the fire watch.
 - 4) Record of communication(s) to the Fire Department and monitoring company.
 - 5) Record of other information as directed by Fire Department personnel.

Cancellation of Fire Watch

It is the owners' responsibility to cancel the fire watch once the fire protection system has been fully restored or after the end of the special circumstance or event.

Once the fire watch has been cancelled, the owner or representative must notify the monitoring company, and the Fire PREVENTION DEPARTMENT

Sample Fire Log	The Main Street Inn	
	1 Main Street Jersey City New Jersey 07302 (201) 555-0000	
Time	Notes	
2:00 P.M.	Sara Doe Started watch – preformed patrol of facility) no problems found	
2:15 P.M.	Sara Doe preformed patrol of facility) no problems	
2:30 P.M.	Sam Jones Maintenance arrived – repaired system -- system restored – fire watch canceled by owner.	
2:40 P.M.	Sara Doe notified the monitoring company/ Fire Official.	

"SMOKE DECTORS SAVE LIVES"

SIGNATURE OF OWNER OR REPRESENTATIVE PRINTED OF OWNER OR REPRESENTATIVE DATE

FAILURE TO COMPLY WITH THE FIRE CODE REQUIREMENTS OR ANY CONDITION SET FORTH ABOVE IS CAUSE FOR CLOSING THE ENTIRE PROPERTY