

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - NOVEMBER 24, 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

ORDINANCES FOR INTRODUCTION

Ordinance No. 2020-24: 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 Farm Road)

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 11/24/20

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 stating that the Corrective Action Plan prepared by the Chief Financial Officer, for the Town of Secaucus, has been completed in accordance with State and Federal Requirements
- 2) A resolution on behalf of the Town of Secaucus authorizing the award of a maintenance contract for automatic door operators to Hogan Security Group through the HCECS Cooperative
- 3) A resolution on behalf of the Town of Secaucus authorizing execution of an agreement for municipal services for Liberty Court Townhouses at Secaucus Condominium Associations, Inc.
- 4) A resolution on behalf of the Town of Secaucus reflecting the adoption of revised Secaucus Police Department Rules and Regulations
- 5) Resolution authorizing the Tax Collector to make overpayment refunds and/or apply these overpayments to taxpayer(s) future quarters, as appropriate
- 6) Resolution approving Hudson County Board of Taxation reductions for five (5) Secaucus properties
- 7) A resolution on behalf of the Town of Secaucus authorizing the sale of abandoned vehicles by the Secaucus Police Department on an online auction website, www.govdeals.com
- 8) A resolution on behalf of the Town of Secaucus authorizing the purchase of a used electric vehicle from Park Avenue BMW
- 9) Resolution authorizing the amendment of the Shared Services Agreement with the Township of North Bergen for Health Officer Services
- 10) Resolution appointing Luigi Dececco to the Regular Full-Time Laborer/Driver position, pending the completion of a background check and physical including a drug screening, effective November 23, 2020, at the annual salary of \$35,000.00
- 11) A resolution on behalf of the Town of Secaucus for approval of Change Order #1 to a contract with Matera Nursery and Garden Supplies and Equipment
- 12) Resolution appointing and reappointing Maintenance Personnel and Clerical Personnel to the Secaucus Ice Rink, retroactive to November 21, 2020
- 13) Resolution appointing Elisa Hitchcock to the Replacement Position of Deputy Court Administrator, retroactive to November 9, 2020, at the annual salary of \$58,500.00

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2020-24

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

SECTION 1

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

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Farm Road	West	On the west side of Farm Road, beginning at a point 428 feet south of the southwest corner of Farm Road and Acorn Road continuing south for a distance of 22 feet in front of the Farm Road parking lot

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 November 24, 2020 and finally adopted by the Mayor and Council on December 14, 2020.

Town Clerk

Mayor

Introduction 11-24-20

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

Adoption 12-14-20

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**

WHEREAS, in accordance with the Single Audit Act, U.S. Office of Management and Budget Circular A-128, and New Jersey Office of Management and Budget Circular Letter 87-11, the Town of Secaucus, County of Hudson, is obligated to prepare a Corrective Action Plan; and

WHEREAS, the Corrective Action Plan, shall be prepared in accordance with OMB Circulars and Local Finance Notice 92-15 and submitted to the Division of Local Government Services and placed on file with the Town Clerk; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations in the December 31, 2019 Audit Report, including State, Federal and general findings.

NOW, THEREFORE, BE IT RESOLVED, that the attached Corrective Action Plan prepared by the Chief Financial Officer, for the Town of Secaucus, has been completed in accordance with State and Federal requirements.

November 24, 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 November 24, 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
THE AWARD OF A MAINTENANCE CONTRACT FOR AUTOMATIC DOOR OPERATORS
TO HOGAN SECURITY GROUP THROUGH THE HCECS COOPERATIVE**

WHEREAS, Hogan Security Group was awarded a contract for the Furnishing and Installation of Automatic Door Operators under Resolution 2020-151; and

WHEREAS, the Town of Secaucus has the need for a maintenance contract to service the door operators; and

WHEREAS, Hogan Security Group located at 1589 Rood Road, Pennington, NJ 08534 has submitted a proposal #H-2014836-0 in the amount of Thirty-Four Thousand Eight Hundred Dollars 00/100 (\$34,800.00), that was presented to the qualified purchasing agent, providing for the Maintenance of the Automatic Door Operators for a three (3) year term; and

WHEREAS, the services as set forth in the Proposal submitted by Hogan Security Group will be procured through HCECS Cooperative via Contract No. 203 Mechanical & Electronic Door Locking Systems, Doors & Related Products; and

WHEREAS, the Town of Secaucus is a member of the HCECS Cooperative previously authorized by Resolution 2014-271; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 12-2830-00-02900.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the contract for the Maintenance of Automatic Door Operators to Hogan Security Group at an amount not to exceed Thirty-Four Thousand Eight Hundred Dollars 00/100 (\$34,800.00); and

BE IT FURTHER RESOLVED, that Hogan Security Group shall provide any and all compliance information requested by the Town of Secaucus' Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the contract with Hogan Security Group for the Maintenance of Automatic Door Operators as described herein; 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.

Adopted: November 24, 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 November 24, 2020.

Town Clerk

Mayor

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

I, Sheetal Nagpal, Treasurer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1 in

Account Number:

12-2830-700-02900

Amount \$ 4,34,800.00 Date 11/29/20

Sheetal Nagpal
Sheetal Nagpal



Hogan Security Group
1589 Reed Road Unit 10
Pennington, NJ 08534
Phone: (609) 737-8100
Fax: (609) 737-0500

CUSTOMER PROPOSAL

Dan States,

Acct#: C3163274

Project Number: H-2014836-2

Proposal Date: 7/9/2020

Re-Print Date: 11/19/2020

JOB NAME: 2021-23 Maintenance Contract

Sold To: Town of Secaucus
Municipal Government Center
1203 Paterson Plank Road
Secaucus, NJ 07094

Tel: 2013302008

Fax: 2013308352

Attn: **Gary M. Jeffas**

Ship To: Town of Secaucus
Municipal Government Center
1203 Paterson Plank Road
Secaucus, NJ 07094

Tel: 2013302008

Fax: 2013308352

<u>Qty</u>	<u>Manuf</u>	<u>Mfr Part# / Description</u>
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1	Memo	
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		~ This proposal is for the establishment of a 3 year maintenance contract for all automatic operators Hogan Security Group is installing for the Township of Secaucus.
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This contract will include the following work:

- Preventative maintenance for each operator in the Spring and Fall of 2021 inclusive of minor adjustments to doors and related hardware, battery Changes for any wireless wave switches during Fall 2021 visit. This will be the same for 2022 and 2023.
- Up to 6 services calls per year for non warranty work on operators (adjustments to operator or sensor) Additional calls will be billed at time and materials basis

Exclusions:

AC Power issues, wear and tear issues with doors and related hardware other than operators, abuse or force majeure.

Note: This contract is only valid on hardware installed by Hogan Security Group

<u>Qty</u>	<u>Manuf</u>	<u>Mfr Part# / Description</u>
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All pricing per HCESC Contract 203~

Customer PO#: 71664

Customer Acceptance: _____ Date: _____

Printed Name: _____

Freight:

Tax:

Project Total: **\$34,800.00**

In order to move forward with the project an official PO must be received either via fax, mail, or as a pdf to purchasing@hogansecurity.com.
This proposal is valid for 45 days.

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AUTHORIZING EXECUTION OF AN AGREEMENT FOR MUNICIPAL SERVICES
FOR LIBERTY COURT TOWNHOUSES AT SECAUCUS CONDOMINIUM
ASSOCIATION, INC.**

WHEREAS, pursuant to the Municipal Services Act, N.J.S.A. 40:67-23.2 *et seq.* and amendments (collectively the "Act"), qualified private communities within the Town's boundaries are entitled to receive specified municipal services; and

WHEREAS, it is necessary for the Town to enter into a Municipal Services Agreement with Liberty Court Townhouses at Secaucus Condominium Association, Inc. located within the Town of Secaucus under the Act which sets forth the municipal services that the Town will be responsible for and will reimburse for, namely the lighting of qualified streets and roadways and the removal of snow and ice from qualified roadways for the periods 2020 through 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, in the State of New Jersey, that approval is given for the Mayor, Town Administrator or his designee to execute an Agreement for Municipal Services with the qualified private community, Liberty Court Townhouses at Secaucus Condominium Association, Inc., for the period of 2020 to 2024 with reimbursement for 2019 PSE&G upon Association submittal; and

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

Adopted: November 24, 2020

MUNICIPAL SERVICES REIMBURSEMENT AGREEMENT
FOR LIBERTY COURT TOWNHOUSES AT SECAUCUS CONDOMINIUM
ASSOCIATION, INC.

This Municipal Services Reimbursement Agreement (from now on called the "Agreement") is being entered for the period of January 1, 2020 to December 31, 2024, is being entered into by and between **THE TOWN OF SECAUCUS**, Hudson County, New Jersey, a political subdivision of the State of New Jersey, having its principal office at Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 (from now on called the "Municipality") and **LIBERTY COURT TOWNHOUSES AT SECAUCUS CONDOMINIUM ASSOCIATION, INC.**, a non-profit corporation formed under the laws of the State of New Jersey, having its principal office at 13 Liberty Court, Secaucus, New Jersey 07094 (from now on called the "Association").

BACKGROUND RECITALS:

A. Pursuant to the New Jersey Municipal Services Law, N.J.S.A. 40:67-23.2 et. seq., as amended by P.L. 1996, C.6 (from now on collectively called the "Municipal Services Law"), the Municipality is obligated to either: (i) reimburse qualified private communities (as defined by the Municipal Services Law) located within its boundaries for certain services specified by the Municipal Services Law or (ii) provide the specified services within a qualified private community in the same fashion as the Municipality provides such services on public roads and streets within its boundaries. N.J.S.A. 40:67-23.3a.

B. The specified services governed by the Municipal Services Law are:

- (1) Removal of snow, ice and other obstructions from the roads and streets;
- (2) Lighting of the roads and streets, to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment; and
- (3) Collection of leaves and recyclable materials along the roads and streets and the collection or disposal of solid waste along the roads and streets.

C. The Municipal Services Law vests the Municipality with the authority to determine whether it will provide the mandated services or reimburse for same, permits the Municipality to choose to reimburse for some services and provide others and vice versa, and permits the Municipality to vary its choice of reimbursement for services or provision of services from local budget year to local budget year.

D. To the extent the Municipality opts to reimburse rather than provide some or all of the mandated services, the Municipal Service Law provides that the Municipality shall enter into a written agreement to annually reimburse a qualified private community in an amount not to exceed

the cost that would be incurred by the Municipality in providing that (those) services(s) directly. It is the intent of the Municipality and the Association that this Agreement be and is the written reimbursement agreement between them for the Municipality's 2020 through 2024 local budget years (i.e. January 1 through December 31) governing those services covered by the Municipal Services Law that the Municipality has opted to reimburse for rather than provide for the Municipality's local budget years.

E. For the Municipality's 2020 through 2024 budget years (i.e. January 1 through December 31 of each year), the Municipality has opted to provide reimbursement to the Association for the following services mandated by the Municipal Services Law rather than provide the service for same to the Association: (i) removal of snow and ice from the roads and streets; and (ii) lighting of the roads and streets, to the extent of electricity required.

F. The Municipal Services Law mandates that any amount reimbursed by the Municipality to the Association be used by the Association for the mandated service not provided and that such amount be the actual cost to the Association of providing that service, but not to exceed the amount the Municipality would have expended on that service if it were provided directly by the Municipality to the Association.

G. The Municipal Services Law also mandates that any municipal services agreement entered into by and between the Municipality and the Association provide for an accounting by the Association of the use of the money paid over to it by the Municipality as reimbursements and for the refunding to the Municipality of any reimbursement payments in excess of the amounts actually expended or contractually committed by the Association during the accounting period in order to provide the services for which the Municipality has opted to reimburse rather than provide.

H. Collection of leaves (offered) and recyclable materials along the roads and streets and the collection and disposal of solid waste is currently being provided by the Municipality, and the Municipality shall continue to provide those services to the Association in a manner consistent with such collections throughout the Municipality.

AGREEMENT:

Based upon the background recited above, the Municipality and the Association agree upon the following:

ARTICLE I **DEFINITIONS**

1.01. **General.** The definitions set forth in the Municipal Services Law, N.J.S.A. 40:67-23.2, are hereby incorporated by reference as part of this Agreement as if same were more fully set forth herein.

1.02. **"Association"** as used herein shall mean the Qualified Private Community commonly known as Liberty Court Townhouses at Secaucus Condominium Association, Inc.

1.03. "**Budget Year**" as used herein shall mean the period from January 1 through December 31 inclusive for each of the years covered by this Agreement.

1.04. "**Qualified Private Community**" as used herein shall mean Liberty Court Townhouses at Secaucus Condominium Association, Inc.

1.05. "**Winter Season**" as used herein shall mean the period of months from October through April.

ARTICLE II

ELECTRICITY FOR LIGHTING OF ROADS AND STREETS

2.01. **Election of Reimbursement Option.** The Municipality hereby elects and agrees to reimburse the Association for the cost of street lighting for eleven (11) street lights on the private roads and streets of the Qualified Private Community for which the Association is responsible; however, in no event shall the amount of such reimbursement exceed the monetary obligation that the Association actually incurs for that budget period for lighting the private roads and streets within the Qualified Private Community for which the Association is responsible.

2.02. **Municipal Standard.** The Municipality and the Association acknowledge and agree that the Municipality's obligation to provide reimbursement for electricity for lighting of the Qualified Private Community's private roads and streets is in the same fashion as the Municipality provides electricity for lighting of the Municipality's public roads and streets during the same Budget period for which reimbursement is sought. It is agreed that the Municipality will reimburse the Association for the cost of electricity to eleven (11) street lights at the same rate charged by PSE&G to the Municipality for normal residential usage along public streets.

2.03. **Calculation of Maximum Reimbursement.** Based upon the Municipality's standard for lighting public residential streets and its application to the Qualified Private Community administered by the Association as set forth in the preceding Subsection 2.02, the reimbursements to which the Association shall be entitled shall be determined by calculating the Association's entitlement in calendar components for each calendar month of the Municipality's Budget year pursuant to the following formula:

The normal monthly electrical charge by PSE&G to the Municipality for eleven (11) residential street fixtures for each month during the budget period shall be added together to determine the reimbursement for the budget period.

Provided, however, that in the event the amount so calculated is greater than the amount that the Association actually incurs for the cost of electricity for lighting the private roads and streets within the Qualified Private Community for which the Association is responsible, the Municipality's reimbursement obligation shall be equal to the lesser of the two amounts.

2.04. **Administration of Reimbursement.** The administration of the reimbursement for the cost of electricity for lighting roads and streets shall be in accordance with Article IV of this Agreement.

ARTICLE III **CLEARING OF SNOW AND ICE FROM ROADS AND STREETS**

3.01. **Election of Reimbursement Option.** The Municipality hereby elects and agrees to reimburse the Association for the cost to clear snow and ice from the private roads and streets located within the Qualified Private Community for which the Association is responsible in the same fashion as the Municipality provides such service along public roads and streets within the Municipality; however, in no event shall the amount of such reimbursement exceed the monetary obligation that the Association actually incurs for that budget period for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible.

3.02. **Municipal Standard.** The Municipality and the Association acknowledge and agree that the Municipality's obligation to provide reimbursement for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible is in the same fashion as the Municipality provides clearing of snow and ice from the Municipality's public roads and streets during the same Budget period for which reimbursement is sought. The Municipality and the Association acknowledge and agree that the Municipality's standard for dispatching equipment for the clearing of snow and ice from public residential streets within the Municipality is based upon the accumulation of two (2) or more inches of snow. The Association also acknowledges that at times the Municipality may dispatch equipment to salt and sand certain problematic or potentially problematic areas of public streets within the Municipality such as, but not limited to, the intersections of public streets before there has been an accumulation of two (2) or more inches of snow. Under such circumstances the Association shall not be entitled to any reimbursement for the costs of such services under the terms of this Agreement unless the Municipality has provided such services under such circumstances to all public residential streets within the Municipality.

3.03. **Application of Municipal Standard.** The Municipality and the Association acknowledge and agree that the Qualified Private Community administered by the Association has 303 of linear feet of roadway subject to the terms of this Agreement relative to reimbursement for the costs of clearing of snow and ice.

3.04. **Calculation of Maximum Reimbursement.** For each Winter Season (calculated from October through April), the Town of Secaucus will establish a rate for the clearing of ice and snow from the Town's public roads and streets during typical dispatch events (a) with two inches (2") or more inches of snow, and (b) with less than two (2) inches of snow where the Municipality has provided such services under such circumstances to the majority of the public residential streets within the Municipality. This calculation will include the cost of labor, materials and equipment use. A sample calculation is attached as Exhibit A. Based upon the snowfall events during a winter season, a determination will be made as to the cost to clear snow and ice from the qualified

community's private roads and streets that would qualify as a public road, measured to be 303 linear feet. Equation factor: Costs Associated with Snow Removal per linear foot of roadway.

Provided, however, that in the event the amount so calculated is greater than the amount that the Association actually incurs for clearing snow and ice from the private roads and streets within the Qualified Private Community for which the Association is responsible, the Municipality's reimbursement obligation shall be equal to the lesser of the two amounts.

3.05. **Administration of Reimbursement.** The administration of the reimbursement for the cost of clearing snow and ice from the eligible private roads and streets within the Qualified Private Community for which the Association is responsible shall be in accordance with Article IV of this Agreement.

ARTICLE IV **ADMINISTRATION OF REIMBURSEMENTS**

4.01. **General.** The Association acknowledges and agrees that its obligations with regard to establishing entitlement to the reimbursements governed by the Municipal Services Law and this Agreement shall be determined by its adherence to the administrative procedures established in this Article IV. The Municipality acknowledges and agrees that its obligations with regard to payment to the Association of such reimbursements to which the Association is entitled pursuant to the Municipal Services Law and this Agreement shall be governed by the terms of this Article IV.

4.02. **Reimbursement.** The Association shall be entitled to submit a written request to the Municipality for reimbursement for the costs of electricity for lighting of roads and streets as determined pursuant to Article II of this Agreement and for the costs of clearing snow and ice from roads and streets as determined pursuant to Article III of this Agreement. The Municipality may create a specific form or format for such requests. In the event the Municipality does establish such form or format, it shall so advise the Association in the manner herein provided for giving notices and the Association shall be obligated to use such form or follow such format when submitting requests for reimbursements as long as such form or format is reasonable.

At a minimum, any request for reimbursement must include an affidavit setting forth the specific monetary sum that the Association has actually paid and/or become obligated to pay by virtue of an actual issued bill for electricity for the street lighting and/or snow and ice removal from roadways within the Qualified Private Community administered by the Association. Such affidavit must be accompanied by a certified true copy of the issued bill(s) evidencing such charges. In the event the issued bill(s) reflect(s) other charges and/or is in a format that does not clearly segregate the charges for which reimbursement is sought from other charges, the Association shall have the obligation to secure from the entity issuing the bill such written clarification as shall be necessary to segregate the specific charges for which reimbursement is sought from other charges.

Within twenty (20) business days of its receipt of a request for reimbursement, the Municipality shall make a determination as to whether such request has been submitted in proper form and with

all necessary information to be processed for action. If the request is not in proper form or if additional information is required, the Municipality shall give written notice of such circumstances to the Association in the manner herein provided within the aforesaid twenty (20) business day period. Such notice shall specify any deficiencies in the request and/or such additional information as may be required. In the event no notice of deficiency is given to the Association by the Municipality within the aforesaid twenty (20) day period, the request for reimbursement shall be presumed adequate.

Once a proper and complete request for reimbursement has been received by the Municipality, the Municipality shall calculate the Maximum Reimbursement for the service in question to which the Association could be entitled for the Budget period in question in accordance with Sections 2.03 and 3.04 of this Agreement. The Municipality shall then be obligated to pay to the Association and the Association shall be entitled to receive from the Municipality the lesser of the amount reflected in the Association's request for reimbursement or the aforesaid calculated Maximum Reimbursement. Except as otherwise governed by Section 4.03 of this Agreement, the Municipality shall tender a check to the Association for the applicable amount within thirty (30) business days following the regular monthly meeting after the Municipality's receipt of a proper request for reimbursement. Requests for reimbursement shall not be made more often than every three (3) months.

4.03. Reimbursement for Previous Periods. Reimbursement for the periods specified below shall be paid by the Municipality to the Association as soon as practicable upon the Municipality's receipt of a proper request for reimbursement and processing of such for payment:

Electrical reimbursement for four (4) street lights from January 1, 2019 through December 31, 2019 at the monthly PSE&G reimbursement rate for the Town for that year.

4.04. Association's Obligation for Accounting. Pursuant to N.J.S.A. 40:67-23.5(c), the Association shall provide an Accounting of the use of the money paid to it by the Municipality. If the accounting shows that the Reimbursement Amount for any service is in excess of the amounts actually expended or contracted for by the Association, said excess shall be refunded to the Municipality.

4.05. Book-Keeping, Inspections and Audits.

A. The Association agrees to maintain records and books with respect to the Reimbursement Services, which show the actual expenses of and payments by the Association for all items of whatever nature for which reimbursement is authorized hereunder and the specific Reimbursement Services performed under this Agreement.

B. If requested, the Association shall cause to be prepared annually, at its sole cost and expense, an accounting statement of expenses for each calendar year that reflects and confirms in detail reasonably satisfactory to the Municipality, the amount of money actually expended by the Association during that calendar year for each of the services covered by this Agreement (but only

to the extent such money was paid for services actually provided in that calendar year), and the allocation of the reimbursement payment made by the Municipality to the Association for the specific service in question for each calendar year.

C. The Association Accounting(s) shall be delivered to the Municipality by the Association within sixty (60) calendar days from the date the Association receives its audited financials for the applicable accounting period (i.e. the end of the fiscal year of the Association) or such later date as the Municipality and the Association may deem mutually acceptable.

In the event such accountings shall reflect that the Municipality has reimbursed the Association in excess of the amount to which the Association is entitled under the terms of this Agreement and/or the Municipal Services Law, the Municipality may offset such amount against any then current balance that may be due and owing by the Municipality to the Association for any other service covered by this Agreement. In addition, after any offset as aforesaid, any remaining amount due and owing to the Municipality by the Association shall be paid by the Association to the Municipality within ten (10) business days of the Municipality's notice to the Association of the amount due. Until such balance is paid by the Association to the Municipality, the Municipality shall be entitled, in addition to all other remedies available to it, to recoup such amount by offset against any reimbursement obligations it may have with the Association pursuant to the Municipal Services Law for the calendar year and/or for the Municipality's subsequent Budget Years.

Notwithstanding the provision of Section 4.02 of this Agreement obligating the Municipality to tender reimbursement payment to the Association within thirty (30) business days following the regular business meeting of the Municipality after it's receipt of a proper request for reimbursement, in the event such deadline falls within the time frame within which the Association's most recent fiscal year has ended, but the Association has not provided the Municipality with the accounting required by this Section 4.04 for such fiscal year as of the date that the request for reimbursement is made by the Association to the Municipality, the Municipality shall not be obligated to pay to the Association and the Association shall not be entitled to receive from the Municipality any reimbursement payment that appears to be due until ten (10) days following the Municipality's receipt of the accounting statement required by this Section 4.05 and then only if such accounting statement confirms the Association's continued entitlement to such reimbursement.

In the event an accounting required by this Section 4.04 reflects that the amount reimbursed or requested for reimbursement to the Qualified Private Community for any of the services covered by this Agreement has exceeded or will exceed the maximum reimbursement calculated as provided in this Agreement, this Section 4.04 of this Agreement shall govern the respective rights and obligations of the Municipality and the Association with regard to any pending and, if appropriate, future request(s) for reimbursement.

ARTICLE V MISCELLANEOUS

5.01. **Notices.** All notices required or permitted by this Agreement (including requests for

reimbursement) shall be in writing. Such notices shall be served as follows:

A. Upon the Association to:

Liberty Court Townhouses at Secaucus Condominium Association, Inc.
13 Liberty Court
Secaucus, New Jersey 07094
and:

B. Upon the Municipality to:

Michael Marra, Municipal Clerk
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
and

Town Administrator Gary Jeffas, Esq.
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094

5.02. **Waiver.** No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

5.03. **Invalidity.** If any portion of this Agreement is determined to be illegal or invalid or unenforceable, the remainder of this Agreement shall remain in effect as written.

5.04. **Conflict.** In the event any portion of this Agreement is determined to be in conflict with the Municipal Services Law, the provision(s) of the Municipal Services Law shall govern, it being the intent of the Municipality and the Association that the Association under this Agreement is entitled to receive that to which it is entitled under the Municipal Services Law, but that the Municipality does intend by this Agreement to provide to the Association any more than that to which the Association is mandated to receive pursuant to the Municipal Services Law.

5.05. **Changes to this Agreement.** This Agreement may not be changed unless the change is in writing and signed by both the Municipality and the Association.

5.06. **Captions.** The captions in this Agreement are for convenience only. The captions are not to be considered when interpreting the meaning of any part of this Agreement.

5.07. **Entire Agreement.** This Agreement contains the entire agreement between the Municipality

and the Association. Neither party has made any other agreement or promise which is not contained in this Agreement. Representations, understandings, and any prior Agreements shall be without further force or effect.

The Association and the Municipality agree to the terms of this Agreement by signing below. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

TOWN OF SECAUCUS

Name:

Title:

Date:

**LIBERTY COURT TOWNHOUSES AT SECAUCUS
CONDOMINIUM ASSOCIATION, INC.**

Name:

Title:

Date:

EXHIBIT A

CALCULATION OF ACTUAL COSTS FOR SNOW															
SNOW DATE	Inches of Snow	HOURS	# OF P/U TRUCKS	P/U TRUCKS	# OF GB	GARBAGE TRUCKS	# OF D. TRUCKS	DUMP TRUCKS	# OF LOADERS	LOADER/TRACTOR	# OF SALT SPDR	SALT SPREADER	SALT	EMPLOYEE COSTS FROM PAYROLL	TOTAL COST
				\$ 41.00 TRUCKS		\$ 71.00		\$ 51.00		\$ 28.75		\$ 7.50	\$3,494		

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
REFLECTING THE ADOPTION OF REVISED
SECAUCUS POLICE DEPARTMENT RULES AND REGULATIONS**

WHEREAS, Chapter 28 entitled "Police Department" designates an Appropriate Authority to adopt and promulgate Rules and Regulations for the government of the Secaucus Police Department and for the discipline of its members; and

WHEREAS, the Appropriate Authority has taken steps to adopt and promulgate revised Rules and Regulations, specifically Section 3:6.2, for the Secaucus Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Secaucus Police Department Rules and Regulations attached as "Exhibit A" have been adopted by the Appropriate Authority pursuant to § 28-3.2 and 28-3.3 and this Resolution hereby reflects such actions; and

BE IT FURTHER RESOLVED, the revised Secaucus Police Department Rules and Regulations take precedence over any other Rules and Regulations previously established or adopted and shall be deemed in effect as of this date; and

BE IT FURTHER RESOLVED, that a copy of the revised Secaucus Police Department Rules and Regulations be furnished to each member of the Secaucus Police Department, which shall be binding upon such, pursuant to § 28-3.3.

Adopted: November 24, 2020

SECAUCUS POLICE DEPARTMENT RULES & REGULATIONS



VOLUME: 1

CHAPTER: 2

OF PAGES: 33

SUBJECT: RULES & REGULATIONS

BY THE ORDER OF:

Chief of Police

ACCREDITATION STANDARDS:

1.1.1d, 1.4.1, 1.4.3, 1.5.2a

APPROPRIATE AUTHORITY:

Police Committee

Effective Date:

June 24, 2015

Date of Last Revision:

May 27, 2020

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CHAPTER 1

INTRODUCTION

1:1. ESTABLISHMENT OF THE SECAUCUS POLICE DEPARTMENT

1:1.1 Legal Authorization

The Police Department of the Town of Secaucus is established pursuant to N.J.S.A. 40A:14-118 and Town Ordinance §28-1 of the Town of Secaucus and shall hereafter be referred to as the "Secaucus Police Department."

1:1.2 Rules and Regulations Established

The appropriate authority of the Town of Secaucus hereby adopts and promulgates the Department Rules and Regulations, in accordance with Town Ordinance §28-3.3 of the Town of Secaucus and shall be known as the "Secaucus Police Department Rules and Regulations."

1:1.3 Right to Amend or Revoke

In accordance with N.J.S.A. 40A:14-118, the right is reserved by the appropriate authority to amend or revoke any of the rules and regulations contained herein.

1:1.4 Previous Rules, Policies and Procedures

All rules and regulations previously issued, written directives, and policies and procedures that are contrary to the rules contained herein, are hereby revoked. All other policies and procedures shall remain in force.

1:2 THE NUMBERING SYSTEM

1:2.1 Chapter and Section Designation

Title and number shall designate each chapter, section and subsection. All numbering breakdowns shall be arranged according to a decimal sequence.

1:2.2 Chapter and Section Sequence

The number preceding the colon shall enumerate the chapter, while the number placed immediately to the right of the colon shall indicate the section.

1:2.3 Subsection Sequence

The number placed to the right of the decimal point shall designate the subsection.

1:2.4 Series Lettering

Letters listed in series under sections and subsections shall be enclosed within parentheses.

1:2.5 Flexibility of System

This system shall provide a simple and quick method of referral to material contained herein. This format has been designed to make specific reference to particular sections or subsections possible and to facilitate expansion and revision of the contents.

1:3 RULES AND REGULATIONS MANUAL

1:3.1 Application

These rules and regulations are applicable to all police officers, special law enforcement officers, and to all civilian employees of the department, where appropriate.

1:3.2 Distribution

One copy of these rules and regulations shall be electronically distributed to each employee of the department through the PowerDMS software or through manual distribution.

1:3.3 Responsibility for Maintenance

Employees shall be responsible for maintaining a current copy of the rules and regulations, including all additions, revisions, and amendments as issued.

1:3.4 Familiarization

Employees shall thoroughly familiarize themselves with the provisions of the rules and regulations. Ignorance of any provision of these rules and regulations will not be a defense to a charge of a violation of these rules and regulations. It is the continuing responsibility of each employee to seek clarification through the chain of command for any rule, which is not fully understood.

1:3.5 Severability

If for any reason any section of these Rules and Regulations shall be questioned in any court and shall be held unconstitutional or invalid, the same shall not be held to affect any other sections or provisions of this document.

1:4 DEFINITION OF TERMS

1:4.1 Appropriate Authority

The Mayor and Council of the Town of Secaucus shall annually select a three-member committee, which shall serve as the Appropriate Authority as designated by authority of Town Ordinance §28-3.2 of the Town of Secaucus pursuant to N.J.S.A. 40A:14-118.

1:4.2 Authority

Authority is the statutory or written directive vested right to give commands, enforce obedience, initiate action and make necessary decisions. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered in violation of the rules and regulations, and those persons in violation shall be subject to disciplinary action.

1:4.3 Chain of Command

The unbroken line of authority extending from the Chief of Police through one or more subordinates at each level of command down to the level of execution and vice versa.

1:4.4 Chief of Police

The Chief of Police of the Secaucus Police Department shall be the highest ranking sworn officer of the department.

1:4.5 Days Off

Those days on which a given employee is excused from duty by the appropriate supervisor or is not required to report to duty.

1:4.6 Employee

All employees of the department, whether sworn regular, special law enforcement officers, or civilian employees.

1:4.7 Gender

The use of the masculine gender in any written directive or rules and regulations includes the female gender, when applicable.

1:4.8 Incompetence

Incapable of satisfactory performance of police duties.

1:4.9 Insubordination

Failure or deliberate refusal of any employee to obey a lawful order given by a superior officer. Ridiculing a superior officer or his order, whether in or out of his presence, is also insubordination. Disrespectful, mutinous, insolent, or abusive language towards a superior officer is insubordination.

1:4.10 Lawful Order

Any written or verbal directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance, or any department rule or regulation.

1:4.11 May/Should

As used herein, the words "may" and "should" mean that the action indicated is permitted.

1:4.12 Member

Any duly sworn police officer of the department.

1:4.13 Military Leave

The period of time during which an employee is excused from duty for service with the active or reserve armed forces of the United States or of the State of New Jersey, as provided by law or collective bargaining agreement(s).

1:4.14 Neglect of Duty

Neglect of duty is the failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime,

disorder, or other act or condition deserving police attention; absence without leave; failure to report for duty at the time and place designated; unnecessary absence from the zone/post or assignment during the tour of duty; failure to perform duties or comply with provisions prescribed in the rules and regulations and written directives, and failure to conform to the department operating procedures.

1:4.15 Off-Duty

The status of an employee during the period he is free from the performance of specified duties also known as days off and/or hours between tours of duties. Members are subject to recall at all times.

1:4.16 On-Duty

The status of an employee during the period of day when he is actively engaged in the performance of their duties.

1:4.17 Order

Any written or oral directive issued by a supervisor to any subordinate or group of subordinates in the course of police duty.

1:4.18 Plurality of Words

The singular includes the plural and the plural includes the singular.

1:4.19 Probationary Police Officer

Any member of the department serving probationary period prior to permanent appointment to police officer, as pursuant to N.J.S.A. 52:17B-66 et seq.

1:4.20 Probationary Period

The probationary period is one year from the date of completion of the police training course, or if already holding a valid New Jersey Police Training Commission Certification, one year from date of appointment, as pursuant to N.J.S.A. 52:17B-66 et seq.

1:4.21 Seniority

Seniority is determined by the highest ranking on the appointment list.

1:4.22 Shall/Will

As used herein and in all written directives, the words "shall" and "will," mean the action required is mandatory.

1:4.23 Special Law Enforcement Officer

Persons vested with special police authority pursuant to N.J.S.A. 40A:14-146.8 et seq. and Town Ordinance §28-28 of the Town of Secaucus.

1:4.24 Staff Supervision

Staff supervision is an advisory relationship, outside the regular hierarchy of command and responsibility in which a supervisor may review the work of another employee who is responsible to another superior officer.

1:4.25 Subordinate

A member lower in rank than his superior officer.

1:4.26 Superior Officer

A person holding a higher supervisory or command rank or position.

1:4.27 Supervisor

An employee, usually holding the appropriate rank, assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

1:4.28 Tense of Words

The words used in the present tense include the future.

1:4.29 Unpaid Leave of Absence

The period of time during which an employee is excused from duty and during which time no pay is received.

1:5 CODE OF ETHICS

1:5.1 All employees shall read and abide by the Law Enforcement Code of Ethics.

1:5.2 **AS A LAW ENFORCEMENT EMPLOYEE**, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I **WILL** keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I **WILL** never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I **RECOGNIZE** the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT**.

1:6 MISSION STATEMENT AND CORE VALUES

1:6.1 Mission Statement and Core Values

The Secaucus Police Department is dedicated to become a union with our community of citizens by demonstrating respect, courtesy and compassion. An ever-present willingness to promote a trusting atmosphere between our police officers and individual citizens, community groups and business associations. These alliances are created through better communication, interacting, listening and responding to our citizens. We strive to build an environment built upon dignity and mutual respect for every individual in our community while remaining accessible to all whom choose to live, work or visit in the Town of Secaucus. At all times we will provide a high level of service consistent with public expectations. We will develop an enhanced quality-of-life through community partnerships involving both the juveniles and adults of this municipality. We choose to go the extra mile to provide special services with a personal touch.

Our core values in pursuit of our mission statement are: Respect, Courtesy and Compassion.

CHAPTER 2
ORGANIZATION

2:1 GENERAL DUTIES AND RESPONSIBILITIES

2:1.1 Chief of Police

1. Pursuant to N.J.S.A. 40A:14-118 and Town Ordinance §28-5 of the Town of Secaucus, the Chief of Police shall be the head of the Police Department, and he shall be directly responsible to the appropriate authority for the efficiency and routine day-to-day operation of the Police Department.

2:1.2 Deputy Chief of Police

1. Pursuant to Town Ordinance §28-5.1 of the Town of Secaucus, the Deputy Chief of Police shall be the second in command of the Police Department. During the absence of the Chief of Police, the Deputy Chief of Police shall assume the duties of the Chief of Police.

2:1.3 Command and Supervisory Officers

Command and Supervisory Officers shall be able to perform all of the general duties of a police officer. Supervisors shall:

1. Enforce department rules and ensure compliance with department policies and procedures.
2. Exercise proper use of their command, within the limits of their authority, to assure efficient performance by their subordinates.
3. Exercise necessary control over their subordinates to accomplish the objectives for the department.
4. Guide and train subordinates to gain effectiveness in performing their duties.
5. Use department disciplinary procedures when necessary.
6. When using discipline, comply strictly with the provisions of the department disciplinary process.
7. Conduct themselves in accordance with high ethical standards, on and off-duty.

2:1.4 Police Officers

Police officers shall:

1. Exercise authority consistent with the obligations imposed by the oath of office and in conformance with the written directives of the department.
2. Abide by all rules, regulations and department procedures and directives governing police officer employees.
3. Be accountable and responsible to their supervisor for obeying all lawful orders.

4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for their current assignment.
8. Perform their duties promptly, faithfully and diligently.
9. Perform all related work as required in a timely fashion.
10. Support and defend individual protections, rights and privileges guaranteed by the Constitutions of the United States and the State of New Jersey.
11. Take appropriate action to:
 - a. Protect life and property;
 - b. Preserve the peace;
 - c. Detect and arrest violators of the law;
 - d. Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;
 - e. Safeguard the rights of individuals as provided by the United States Constitution and Constitution of the State of New Jersey;
 - f. Regulate traffic safely and expeditiously;
 - g. Aid citizens in matters within police jurisdiction;
 - h. Take appropriate police action in aiding fellow officers as needed;
 - i. Provide miscellaneous services.

2:1.5 Civilian Employees

Civilian employees shall:

1. Take appropriate action to perform the duties of their positions promptly, faithfully and diligently.
2. Exercise authority consistent with the obligations imposed by their position and in conformance with the policies of the department.
3. Be accountable and responsible to their supervisors for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.

7. Familiarize themselves with the area of authority and responsibility for the current assignment.
8. Abide by all rules, regulations and department procedures and directives governing civilian employees.
9. Perform all related work as required.

CHAPTER 3
RULES OF CONDUCT

3:1 GENERAL CONDUCT

3:1.1 Performance of Duty

All employees shall promptly perform their duties as required or directed by law, rules and regulations or written directive, or by lawful order of a superior officer.

3:1.2 Action Off-Duty

While off-duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and department written directive.

While off-duty, police officers who take any police related action or any other action which may touch upon or reflect upon their position with the Secaucus Police Department shall notify the highest ranking officer on duty as soon as possible and shall submit a written report to the Chief of Police as soon as practical.

3:1.3 Obedience to Laws, Ordinances, Rules, and Written Directives

Employees shall obey all laws, ordinances, rules, and written directives of the department.

3:1.4 Withholding Information

Employees shall report any and all information concerning suspected criminal activity of others.

3:1.5 Reporting Violations of Laws, Ordinances or Rules, and Written Directives

Employees knowing of other employees violating laws, ordinances, or rules and written directives of the department, shall report same to the Chief of Police through the chain of command. If the employee believes the information is of such gravity that it must be brought to the immediate, personal attention of the Chief of Police, the chain of command may be bypassed.

Employees charged with violating criminal laws, ordinances, or motor vehicle violations, excluding parking offenses shall report same to the Chief of Police through the chain of command. Employees involved in any Domestic Violence incident as a victim, plaintiff or defendant shall report same to the Chief of Police through the chain of command regardless of whether criminal charges were filed.

3:1.6 Insubordination

Employees shall not:

1. Fail or refuse to obey a lawful order given by a supervisor;
2. Use any disrespectful or abusive language/action towards a specific supervisor.

3:1.7 Providing False Information

Employees shall not knowingly lie, give false or misleading information, or provide a false oral/written communication in any investigation when it is reasonable to expect that the information maybe relied upon by the department.

3:1.8 Conduct Toward Other Department Employees

Employees shall treat other department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on-duty and in the presence of the public, an officer shall be referred to by rank.

3:1.9 Compromising Criminal Cases/Investigations

Employees shall not interfere with the proper administration of criminal justice.

3:1.10 Recommending Attorney and Bail Bond Brokers Prohibited

Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.

3:1.11 Posting Bail

Employees shall not post bail for any person in custody, except relatives.

3:1.12 Use of Force

Members shall follow New Jersey State Law and department written directive on the use of force.

3:1.13 Physical and Mental Fitness for Duty

Police officers are required to be capable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others. Officers, who are aware of any reason why they are incapable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others, shall notify their supervisors. The department reserves the right to take appropriate action in such circumstances, which may include deeming the member unfit for duty, placing the employee on sick leave status, or other action. The department reserves the right in appropriate cases to require medical clearance before allowing the member to return to regular duties. However, police personnel shall not abuse sick leave.

3:1.14 Driver's License

Members shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost, the employee shall report it before the next tour of duty giving full particulars. Employees shall not operate department vehicles unless they have a valid New Jersey driver's license.

3:1.15 Address and Telephone Numbers

Employees are required to have a telephone or cellular phone in the place where they reside. Changes in address or telephone number shall be reported in writing to the appropriate supervisor within twenty four (24) hours of the change. Upon receipt of this information, the supervisor will immediately forward the change to the Office of the Chief of Police.

3:2 ISSUING ORDERS

3:2.1 Manner of Issuing Orders

Orders from a supervisor to a subordinate shall be in clear and understandable language.

3:2.2 Unlawful Orders

No supervisor shall knowingly issue an order, which is in violation of any law or ordinance.

3:2.3 Improper Orders

No supervisor shall knowingly issue an order, which is in violation of any department rules and regulations or written directive.

3:3 RECEIVING ORDERS

3:3.1 Questions Regarding Orders

Employees, in doubt as to the nature or detail of an order, shall seek clarification from their supervisors by going through the chain of command.

3:3.2 Obedience to Unlawful Orders

Employees are not required to obey any order, which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.

3:3.3 Obedience to Improper Orders

Employees, who are given any order which is contrary to department rules and regulations or written directive, must first obey the order to the best of their ability, and then report the improper order as provided.

3:3.4 Conflicting Orders

Upon receipt of an order, conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued, only when reasonably necessary for the good of the department.

3:3.5 Reports of Unlawful or Improper Orders

An employee receiving an unlawful or improper order shall advise the issuing supervisor of his/her belief that the order in question is unlawful or improper. If the matter is not resolved, the officer shall at first opportunity, report in writing to the next highest-ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted at the direction of the Chief of Police.

3:3.6 Criticism of Official Acts or Orders

Employees shall not criticize the actions or orders of any department employee in a manner which is defamatory, obscene, or which tends to impair the efficient operation of the department.

3:4 POLICE RECORDS AND INFORMATION

3:4.1 Release of Information

Employees shall not release any information nor reveal any confidential business of the department to the public or the press except as provided in department written directives.

3:4.2 Department Records

Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate supervisor, or under due process of law, or as permitted under department written directives.

3:4.3 Reports

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the department.

3:5 GIFTS, REWARDS, ETC.

3:5.1 Soliciting Gifts, Gratuities, Fees, Rewards, Loans, Etc.

Except as stated herein, employees shall not under any circumstances solicit any gift, gratuity, fees, rewards, loans, etc. where there is any direct or indirect connection between solicitations and their department membership or employment. All solicitations must stay within the parameters of Federal and State law, directives from the Office of the New Jersey Attorney General and Hudson County Prosecutor's Office. Employees shall not solicit for any organization that in anyway references their employment as an employee of the Town of Secaucus without the knowledge of the Chief of Police pursuant to the standards set forth above. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq.

3:5.2 Acceptance of Gifts, Gratuities, Fees, Loans, Etc.

Employees shall not accept either directly or indirectly any gift, gratuity, fees, rewards, loans, etc. or any other thing of value arising from or offered because of his police employment or any activity connected with said employment or employment with the Town of Secaucus or which might tend to influence directly or indirectly the actions of said employee or any other employee in any matter of police business; or which might tend to cast an adverse reflection on the department or any employee thereof. No employee of the department shall receive any gift, gratuity, fees, rewards, loans, etc. from other employees without the express permission of the Chief of Police.

3:5.3 Other Transactions

Every employee is prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to his attention or which arose out of his department employment, except as may be specifically authorized by the Chief of Police.

3:5.4 Rewards

Employees shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the community or to any person, business or agency except lawful salary and that which may be authorized by the law and the Chief of Police.

3:5.5 Disposition of Unauthorized Gifts and/or Gratuities

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the Chief of Police together with a written report explaining the circumstances.

3:5.6 Intercession – Soliciting

Employees shall not attempt to circumvent, undermine or improperly influence department procedures for determining promotions, assignments, disposition of disciplinary charges, appeals from department hearings, or related matters. Examples of circumventing, undermining or improperly influencing such procedures include, but are not limited to, soliciting unauthorized persons to intercede in such procedures, communicating or supplying information in a manner not authorized or permitted under such procedures, refusing to participate and/or cooperate in any investigation into alleged improper behavior. Members and employees may utilize the review, appeal and grievance procedures provided by statute, ordinance, department rules and procedures, ordinance or written directive, and collective bargaining agreements. Nothing in this section shall prohibit employees from lawful consultation with attorneys and union representatives. Any lawyer or union representative consulted shall not be permitted to speak on behalf of the employee and shall not interfere in any investigatory process, including a prohibition against delaying the process.

3:6 ALCOHOLIC BEVERAGES AND DRUGS

3:6.1 Alcoholic Beverages and Drugs

1. No employee of the department will appear for, or be on duty, under the influence of an alcoholic beverage (any beverage containing alcohol) (hereinafter "alcohol") or illegal drugs (including the illegal use of prescription drugs) (hereinafter "drugs"), or be unfit for duty because of use of drugs or an alcoholic beverage. The reasonable opinion of a supervising officer that the employee is under the influence of, or has alcohol or drugs in the employee's system shall be sufficient to establish a violation of this provision. In addition, the presence of detectable level of alcohol or drugs as tested by blood, urine or other medical test shall constitute a violation of this provision. Superior officers shall not assign to duty any employee in an unfit condition due to the use of alcohol or drugs. The employee shall immediately be relieved of duty and service weapon if found on duty in such condition. Supervisors shall not allow to remain on duty, any employee whose fitness for duty is questionable due to the use of alcohol or drugs. The superior officer shall submit a written report of the incident to the Chief of Police. (See Procedures for Employees Using Prescription Drugs in a Legal Manner Under Section 3 below)
2. Employees of the department shall not drink alcohol while on duty, or take any drug as defined herein. Drinking on duty may be authorized by the Chief of Police for a special assignment. Sworn employees shall not drink alcohol while in uniform or during any activity where the employee is acting as a representative or has identified himself as an employee of the Department. An employee, while assigned to duty in civilian clothes, may use alcohol only when absolutely necessary in the performance of duty, provided such use does not render them unfit for proper and efficient performance of duty. Employees should not, to the extent possible, engage in any behavior that could put him/herself in danger or the public in danger after consuming alcohol for example, driving. All use of alcohol used in the performance of an employee's duty must be documented in writing, detailing the reasons therefore and the amounts consumed as soon as possible after such consumption. An employee may be subject to testing to confirm the level of alcohol in their system.

3. Taking Prescription or other Medication While on Duty/Notification about Medication – Members of the department shall disclose to their supervisors if they are taking medication (prescription or non-prescription) that may affect their ability to perform their duties, including but not limited to using a firearm or operating a motor vehicle. Such members shall also disclose the expected duration of their use of such medication. The department reserves the right to take appropriate action in such circumstances, which may include deeming the member unfit for duty, placing the employee on sick leave status, or other appropriate action. The department may also consider other appropriate accommodations if the employee has a disability as defined by law. The department reserves the right in appropriate cases to require medical clearance before allowing the member to return to regular duties. The department reserves the right to take appropriate action in case of any employee who is impaired on duty for any reason, including the use of prescription or non-prescription medication who has failed to give proper advance notification.
4. Alcohol may not be consumed at or in the police station or ancillary facilities.
5. No member or civilian employee shall, at any time when in uniform, or any part thereof, except in the performance of duty, enter any place in which alcohol is served or sold, unless authorized by a supervisor. This provision does not include establishments with a separate dining area where the serving of alcohol is not the primary function (e.g. certain diners and restaurants which have a liquor license). If an employee is unclear whether an establishment would violate this section, he should contact his supervisor.
6. Employees shall not bring into or keep any alcohol or illegal drugs on department premises except when necessary in the performance of a police related task. Alcohol or drugs brought into department premises in the furtherance of a police related task, shall be properly identified and stored according to department written directives.
7. Any employee reporting for duty with the odor of alcohol on his breath or appearing to be under the influence may be subject to testing as set forth in Section 3:6.2 below.
8. No liquor license shall be held by any police officer, or by any profit corporation or association in which any police officer has an interest, directly or indirectly.
9. Pursuant to law, members of the Secaucus Police Department may not be employed by a business located in Secaucus, which is licensed to sell alcoholic beverages in New Jersey. Members of the Secaucus Police Department may be employed by such licensed businesses, which are located outside Secaucus with prior notice to the Chief of Police and under the following legal conditions:
 - a. Police officers so employed shall not, while engaged in the selling, serving, possessing or delivering of any alcoholic beverages: (1) have in his possession any firearm, or; (2) wear or display any uniform, badge or insignia which would identify them as a police officer.
 - b. No police officer so employed shall be permitted to work in excess of twenty-four (24) hours per week in any such establishment.
 - c. When a licensee has circumstances that require the use of trained police officers to provide crowd or traffic control or security for money, the municipality may assign regular police officers to the licensed premises for these purposes. The municipality may either bill the licensee for such cost or may require the licensee to prepay for the services. In no event, however, may the licensee directly hire or pay these police officers. (See N.J.A.C. 13:2-23.31; N.J.S.A. 33:1-26.1.)

The Chief of Police retains the right to advise any police officer that for the good of the Department or for other operational reasons (including but not limited to the ability to work overtime), the officer cannot obtain or retain such employment.

3:6.2 Substance Testing

1. ~~Members~~ Employees will be ordered to submit to drug testing when there is a reasonable suspicion to believe that the employee is using drugs illegally, in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing, any policy mandated by the Hudson County Prosecutor and department written directive.
2. Random drug screening shall be ordered by the Chief of Police from time to time. If the Chief of Police orders random drug screening it shall be in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing, any policy mandated by the Hudson County Prosecutor and department written directive. Employees who refuse to submit to a test when randomly selected are subject to the same penalties as those employees who test positive.

3:7 DUTY CONDUCT

3:7.1 Reporting for Duty

Employees shall report for duty at the time and place specified, properly uniformed and equipped.

3:7.2 Absence from Duty

Every member who fails to appear for duty at the date, time and place specified without the consent of competent authority, is "absent without leave". Such absence must be reported in writing to the supervisor immediately. Absences without leave in excess of one day must be reported in writing to the Chief of Police. Any member who is absent without leave for a continuous period of 5 days shall forfeit their position in the department, pursuant to N.J.S.A. 40A:14-122.

3:7.3 Harassment in the Workplace

All employees of the department shall adhere to the written directive established by the Chief of Police and the Town of Secaucus regarding Harassment in the Workplace.

3:7.4 Civil Rights

All employees shall observe and respect the civil rights of all persons.

3:7.5 Work Expectation

Employees are expected to perform their duties to the best of their abilities at all times.

3:7.6 Retaliation

No employee shall take any official action or initiate or engage in any conduct with the intention to retaliate against any person for criticizing or complaining about any employee. This shall not apply to situations where employees are disciplined for engaging in actions, which constitute insubordination.

3:7.7 Personal Relationships

If a supervisor and subordinate enter into a dating relationship, marital relationship or civil union during the course of employment, and the department reasonably believes the relationship may create a conflict of interest, one of the employees shall be transferred to another shift or assignment. A supervisor or subordinate involved in a relationship as described within shall report the relationship to the Chief of Police. Failure to report such a relationship may subject the involved employees to discipline.

3:7.8 Smoking

P.L. 2009, C.182 "NJ Smoke-Free Air Act" approved July 20, 2010. It provides for an employer's obligation to establish a written directive protecting the health, welfare and comfort of employees from those employees who smoke. That written directive must establish designated non-smoking areas. It is the policy of this department not to allow smoking in any office assigned to the Secaucus Police Department. Employees desiring to smoke may do so outside or in an area designated for smoking. It is the rule of this department not to allow smoking in any designated crime scene area.

3:7.9 Distracters

The use of any item or object that distracts an employee from the performance of duty other than equipment authorized by the department is prohibited while on duty.

3:7.10 Relief

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

3:7.11 Meals/Breaks

All meals/breaks are to be consumed within authorized areas, subject to modification by the supervisor.

3:7.12 Training

Employees shall attend training at the direction of the appropriate supervisor. Such attendance is considered a duty assignment, unless the prevailing collective bargaining agreements provides otherwise.

3:7.13 Inspections

Employees directed to attend full dress inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection shall be considered absence without leave.

3:7.14 Prohibited Activity On-Duty

Employees who are on-duty are prohibited from engaging in activities, which are not directly related to the performance of their duty with exceptions as noted:

1. Sleeping, or loafing;
2. Conducting private business while on duty;

3. Unlawful gambling, unless to further a police purpose such as conducting an investigation of suspected criminal activity as authorized through the chain of command;
4. Smoking in public view;
6. Sexual conduct;
7. Soliciting or otherwise enhancing secondary employment interests while on duty or as a result of an official duty;
8. Conducting secondary employment activities while on duty;
9. Taking any photographs, pictures, digital images that are not related to the job, including but not limited to pictures of any crime scenes, traffic crashes, people, or job related incidents or occurrence with any personal analog or digital device, camera or cellular telephone, except as may be necessary for the furtherance of official duties, and only in accordance with established department procedures pertaining to preservation of evidence and chain of custody;
10. Releasing any personal or department photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job related incident or occurrence taken with a personal or department analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police;
12. Video or audio recording, which is not connected with an official investigation or duties, is prohibited;
13. Employees are forbidden to videotape or record conversations with other employees unless related to the job and approved in advance by the employee's supervisor. This prohibition does not apply to videotaped interviews of witnesses or suspects where two or more employees may be present, the routine recording of telephone calls over or through the department telephone system via any recording system approved by the Chief of Police, or to the use of mobile video recorders installed in police vehicles as authorized by the Chief of Police. The exception to this is for an Internal Affairs investigation as authorized by the Chief of Police or representatives of the involved prosecutorial authorities.
14. Any other activity deemed inappropriate by the Chief of Police.

3:7.15 All Other Conduct

Misconduct by a police officer need not be predicated on the violation of any particular department rule or regulation. Police officers are called upon to exercise tact, restraint and good judgment in their relationship with the public and must present an image of personal integrity and dependability in order to have the respect of the public. The department will take appropriate disciplinary action against any officer whose actions violate this standard of good behavior.

3:8 UNIFORMS, APPEARANCE, AND IDENTIFICATION

3:8.1 Regulation Uniforms Required

All members and employees of the department who are required to wear a uniform shall maintain regulation uniforms. Uniforms shall be kept neat, clean and well pressed at all times. All uniform/equipment must be clean, in good working order, and conform to department

specifications. Uniform cap shall be worn as specified in the uniform policy unless otherwise specified or directed by a competent authority.

3:8.2 Manner of Dress On-Duty - Uniform

Members and employees of the department required to wear a uniform will wear the prescribed duty uniform while on duty. The Chief of Police or his/her designee may prescribe other clothing as required by the nature of the duty, which a particular employee is assigned. Members and uniformed employees will wear and maintain an employee uniform when so directed by the Chief of Police in accordance with department written directives.

3:8.3 Wearing or Carrying Identification

Employees shall carry their department identification at all times, provided that it is practical under the circumstances.

3:8.4 Identification as Police Officer

Except when impractical or where the identity is obvious, police officers shall identify themselves by displaying the official badge or identification card before taking police action.

3:8.5 Altering Style of Uniform

Uniforms shall be made of the material and in the style prescribed in accordance with department written directive, and such style shall not be altered or changed in any manner whatsoever, unless authorized by the Chief of Police.

3:8.6 Manner of Dress - Civilian Attire

Employees may wear corporate casual, traditional business or other attire as prescribed by the Chief of Police or his/her designee.

3:8.7 Personal Appearance - Grooming

Every employee of the police department, while on duty, must at all times be neat and clean in person, clothes clean and pressed, and uniform in conformity with department written directives. Further, they shall, as often as necessary, examine and clean equipment and keep it always in good serviceable condition. Personnel on special assignment includes, but is not limited to, undercover assignment may be permitted to deviate from the appearance regulations as authorized by the Chief of Police or designee.

1. Male Employees

- a. A clean-shaven appearance is required except that moustaches are permitted. Moustaches shall be neatly trimmed and shall not extend more than one-half (1/2") inch beyond the corners of the mouth, nor below the corner of the mouth.
- b. Beards or goatees shall not be permitted. Personnel with a medical condition, which precludes shaving, shall be required to present a written statement, signed by a medical doctor, verifying such condition. Beards may be permitted for religious reasons upon approval of the Chief of Police. Non-uniformed employees may deviate from the above beard or goatees standard as authorized by the Chief of Police.
- c. Hair must be clean, neat and combed. Hair shall not be worn longer than the top of the shirt collar at the back of the neck when standing with the head in a normal

posture. The bulk or length of the hair shall not interfere with normal wearing of all standard headgear. In addition, no employee will be permitted to wear a hairstyle, which results in a design or pattern being cut into the hair pattern. Hair coloring, if used, must appear natural.

- 1) Wigs or hairpieces are permitted if they conform to the above listed standards for natural hair.
- d. Sideburns shall be neatly trimmed and rectangular in shape and shall not extend lower than the ear lobe. The maximum width of the sideburns shall not exceed one and three quarters (1-3/4") inches and the bottom shall be trimmed in a straight line. The growth shall not be more than one quarter (1/4") inch in depth.
- e. Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers.

2. Female Employees

- a. Hair must be clean, neat and combed. Hair shall not be worn longer than the top of the shirt collar at the back of the neck when standing with the head in a normal posture. The bulk or length of the hair shall not interfere with the normal wearing of all standard headgear. In addition, no employee will be permitted to wear a hairstyle, which results in a design or pattern being cut into the hair pattern. Hair coloring, if used, must appear natural.
 - 1) Wigs or hairpieces are permitted if they conform to the above standards for natural hair.
 - 2) Non-uniformed employees may deviate from the above hair length standard as authorized by the Chief of Police.
- b. Cosmetics – Cosmetics may be worn provided they are subdued and blended to match the natural skin color of the individual. False eyelashes are not permitted. Non-uniformed employees may deviate from the above cosmetics standard as authorized by the Chief of Police.
- c. Fingernails – Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers. Non-uniformed employees may deviate from the above fingernail standard as authorized by the Chief of Police.

3. Jewelry and Body Piercings (All)

- a. Police Officers on duty shall not wear loose fitting jewelry which may be grasped during a struggle or which can inflict injury or retard the mobility of the officer. This provision shall not prohibit non-uniform employees on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with department policy.
- b. No visible body piercing jewelry shall be worn while on duty. This shall include but not limit to nose, ear, eyebrow and tongue piercing.
- c. Females may wear small clear stone "stud" earrings while wearing Class 'A' or Class 'A' Dress Uniform solely while attending formal functions (e.g. funeral, ceremony, et. al.). These earrings must be a flat circular clear stone and cannot go below the ear lobe.

4. Tattoos or Similar Markings (All)

Definitions:

- a. Tattoo - the act or practice of marking the skin with designs, forms, figures, art, etc.
- b. Scarification - the act of intentional cutting of the skin for the purpose of creating a design, form, figure or art.
- c. Branding - the act of intentional burning of the skin for the purpose of creating a design, form, figure or art.

The following tattoos, scarifications and brands are prohibited:

- a. Any tattoo, scarification or brand located on the head, face or neck. The Chief of Police reserves the right to require an officer to cover up a tattoo(s) while the officer is in uniform if the tattoo is deemed offensive.
- b. Depictions of nudity or violence; sexually explicit or vulgar art, words, phrases or profane language; symbols likely to offend other members, employees, or members of the public, i.e., swastikas, pentagrams or similar symbols; initials, acronyms or numbers that represent criminal or historically oppressive organizations, i.e., AB, KKK, SS, MM, BGF, HA, 666 or any street gang names, numbers and/or symbols; or, any language or depiction that may impair or disrupt the operations of the department, or is inconsistent with the mission of the department.

3:9 DEPARTMENT EQUIPMENT AND PROPERTY

3:9.1 Equipment On-Duty

Employees shall carry all equipment on-duty as prescribed by department written directive based on their assignment.

3:9.2 Equipment Off-Duty

Employees shall carry equipment off-duty as prescribed by department written directive.

3:9.3 Firearms

Employees shall follow department written directive on the care and handling of firearms.

3:9.4 Department Property and Equipment

Employees are responsible for the proper care of department property and equipment assigned to them or used by them in the course of duty. Equipment and/or property will be handled and maintained in accordance with department written directive.

3:9.5 Use of Department Property and Equipment

Employees are prohibited from using any department property, equipment, consumable supplies and other resources for personal business or pleasure.

3:9.6 Damaged or Inoperative Property or Equipment

Employees shall immediately report to their supervisors any loss of or damage to department property assigned to or used by them. The supervisor shall also be notified of any defects or hazardous conditions existing in any department equipment or property.

3:9.7 Care of Department Buildings

Employees shall not mark or deface any surface in any department building. No material shall be affixed to any wall in department buildings without specific authorization from the appropriate supervisor.

3:9.8 Notices

Employees shall not mark, alter, or deface any posted notice of the department. No notices or announcements shall be posted on bulletin boards without permission of the appropriate supervisor, except those areas designated for use by the collective bargaining unit(s).

3:9.9 Use of Department Vehicles

Employees shall not use any department vehicle without the permission of the on-duty supervisor. Department vehicles shall not be used for personal business or pleasure without the permission of the Chief of Police.

3:9.10 Operation of Department Vehicles

When operating department vehicles, employees shall not violate traffic laws, except in cases of emergency and then only in conformity with state law and department written directive regarding same.

3:9.11 Transporting Citizens

No citizen shall be transported in department vehicles except as necessary in the performance of official police duties. Such transportation will be done in conformance with department written directive or at the direction of the commanding officer, immediate supervisor or communications center.

3:9.12 Reporting Crashes

Crashes involving department personnel, property, equipment and vehicles must be reported immediately to the on-duty supervisor.

3:9.13 Inspection

Department property and equipment is subject to entry and inspection without notice. This includes, but is not limited to, any vehicle, desk, filing cabinet, and/or locker, the use of which is provided to the employee by the department.

3:9.14 Liability

If any department property is damaged or lost as result of misuse or negligence by an employee, that employee will be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.

3:9.15 Surrender of Department Property

1. Upon Separation from the Department - Employees are required to surrender all department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the department for the fair market value of the article.
2. Under Suspension - Any employee under suspension shall immediately surrender their identification, firearm (if applicable), and all other department property to the appropriate supervisor pending disposition of the case.

3:10 COMMUNICATIONS, CORRESPONDENCE

3:10.1 Restrictions

1. Employees shall not use department letterheads for private correspondence.
2. Employees shall only send official correspondence out of the department under the direction of the Chief of Police or his/her designee. This includes, but is not limited to, letters, subpoenas, e-mails, memorandums, and any other type of paper or electronic written communication.

3:10.2 Forwarding Communications

Any employee who receives a written communication for transmission to another employee shall forward same without delay.

3:10.3 Use of Department Address

Employees shall not use the department as a mailing address for private purposes. The department address shall not be used for any private vehicle registration or driver's license except as authorized by the Chief of Police or collective bargaining agreement.

3:10.4 Telephones

Department telephone equipment may not be used for personal use involving toll charges without the express approval of a supervisor.

3:10.5 Radio Discipline

Employees operating the police radios shall strictly observe the procedures and restriction for such operations as set forth in department written directive and by the Federal Communications Commission.

3:11 CONDUCT TOWARD PUBLIC

3:11.1 Publicity

Employees may identify themselves as employees of the Secaucus Police Department. However, members and employees shall not use or refer to their affiliation with the Secaucus Police Department for purposes of furthering or gaining advantage in personal pursuits or for any other reason that has or reasonably may have an adverse impact on the department or of the Town of Secaucus. The Chief of Police shall determine whether an employee's conduct has violated this

standard. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq. or the New Jersey State Constitution.

3:11.2 Personal Preferment

No employee may seek the improper influence or intervention of any person outside of the department for purposes of personal preferment, advantage, transfer or advancement. Members and employees may utilize where legally required and where not duplicative the review, appeal and grievance procedures provided by statute, ordinance, department rules and procedures, Town policy, and collective bargaining agreements. Nothing in this section shall prohibit employees from lawful consultation with attorneys and union representatives where required by law. Unless otherwise required by law, an employee may not consult with both an attorney and a union representative.

3:11.3 Commercial Testimonials

Employees shall not permit their names or photographs to be used to endorse any product or service without the permission of the Chief of Police. They shall not, without the permission of the Chief of Police, allow their names or photographs to be used in any commercial testimonial, which alludes to their position or employment with this department or their position as a police officer or employee of a police department.

3:11.4 Public Appearance Requests

All requests for public speeches, demonstrations, etc., will be routed to the Chief of Police through the chain of command for approval and processing. Employees directly approached for this purpose shall suggest that the party submit his request to the Chief of Police.

3:11.5 Courtesy

Employees shall be courteous and orderly in all dealings with the public. They shall perform their duties professionally, avoiding harsh, violent, profane or insolent language, and always remain calm regardless of provocation to do otherwise. Upon request, they are required to supply their names and badge numbers in a courteous manner. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

3:11.6 Impartial Attitude

All employees must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A 10:5-1 et seq.) is conduct unbecoming a public employee. Similarly, unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming a public employee.

3:11.7 Disparaging Comments Regarding Protected Personal Characteristics

Courtesy and civility toward the public is required of all employees of the department. Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person because of their race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical

hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A 10:5-1 et seq.).

3:11.8 Public Statements

Employees of the department shall not make public statements concerning the work, plans, policies, or affairs of the department which may impair or disrupt the operation of the department or which are obscene, unlawful, or defamatory.

3:11.9 Subversive Organizations

No employee shall knowingly become a member of or connected with a subversive organization, except when necessary in the performance of duty, and then only under the direction of the Chief of Police.

3:11.10 Affiliation with Certain Organizations Prohibited

Police officers shall not join or affiliate with any organization, or enter into any business relationships that would interfere with the officer's ability to fulfill his or her obligations to the department, that may impair or disrupt the operations of the department, or that is inconsistent with the mission of the department. This section shall not apply to active or reserve service in the armed forces of the United States or the State of New Jersey.

3:11.11 Affiliation with Radical Groups

No employee, except in the discharge of police duties, shall knowingly associate with or have any dealings with any person or organization which advocates or which is instrumental in fostering hatred, prejudice, or oppression against any group set forth in Section 3:11.7 or any political entity.

3:12 POLITICAL ACTIVITIES

3:12.1 Political Activities Prohibited

Employees should not be permitted to engage in political activity while on duty, and no employee shall be permitted to use his official position to influence another person's partisan or non-partisan political activity.

3:12.2 Election to Public Office

Employees shall not be candidates for or hold in office in elective public positions or political organizations within or inclusive of the jurisdiction in which they are employed unless authorized to do so by the Hudson County Prosecutor.

3:12.3 Soliciting Prohibited

Employees of the department shall not solicit contributions for political purposes while on duty or when such activity prevents the employee from performing his job with the department, nor shall any employee interfere with or use the influence of his office for political reasons.

3:12.4 Contributions

Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.

3:12.5 Polling Duties

Employees shall not engage in any polling duties except in the performance of their official duties.

3:12.6 Displaying of Political Material

Employees shall not display any political material on any government property or on their person while on duty or in uniform or while representing the department or the Town.

3:13 JUDICIAL APPEARANCE AND TESTIMONY

3:13.1 Court Appearances

Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. When appearing in court, either the official uniform or business casual attire shall be worn. Weapons will not be displayed unless wearing the uniform. Members shall present a neat and clean appearance, avoiding any mannerism, which might imply disrespect to the court.

3:13.2 Testifying for the Defendant

Any employee subpoenaed to testify for the defense in any trial, hearing, and deposition or against the Town of Secaucus in any hearing or trial shall notify their supervisor upon receipt of the subpoena. He/she shall also notify the appropriate prosecutorial authority handling the case.

3:13.3 Duty of Employees to Appear and Testify

It shall be the duty of every employee to appear and testify upon matters directly related to the conduct of his office, position or employment before any court, grand jury, or the State Commission of Investigation.

3:13.4 Department Investigations – Testifying

Employees shall be required to respond to questioning, provide reports, and render materials during department investigations in accordance with the provisions of the New Jersey Attorney General's Internal Affairs Policy & Procedures currently in effect.

3:13.5 Truthfulness

Employees are required to be truthful at all times whether under oath or not.

3:13.6 Civil Action Interviews

Civil action interviews involving members or employees which arise out of department employment shall be conducted according to department directives.

3:13.7 Civil Action, Court Appearances – Subpoenas

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees will accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that he is a party to a civil action arising out of department employment, he shall immediately notify the Chief of Police in writing through the chain of command, who in turn shall notify the proper authorities. Employees shall not enter

into any financial understanding for appearances as witnesses prior to any trial, except in accordance with department directives.

3:13.8 Civil Depositions and Affidavits

Employees shall confer with their supervisor before giving a deposition or affidavit on a civil case. If the supervisor determines that the case involves the Town of Secaucus, he shall inform the Chief of Police before the deposition or affidavit is given.

3:13.9 Civil Action, Expert Witness

Employees shall not volunteer or agree to testify as expert witnesses in civil actions without the prior written approval of the Hudson County Prosecutor and the Chief of Police.

3:13.10 Civil Process

Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police is obtained. They shall avoid entering into civil disputes, particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

3:13.11 Internal Affairs Investigations

The Secaucus Police Department hereby adopts and incorporates the "Internal Affairs Policy & Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety to govern the conduct of internal affairs investigations.

CHAPTER 4

DISCIPLINARY REGULATIONS

4:1 DISCIPLINARY ACTION

4:1.1 Disciplinary Action

Department employees regardless of rank or assignment, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for violating their oath and trust by committing an offense, incapacity, misconduct or disobedience of established department Rules and Regulations punishable under the laws or statutes of the United States, the State of New Jersey, municipal ordinances, or failure, either willfully or through negligence or incompetence to perform the duties of their rank of assignment; or for violation of any written directive or rule or regulations of the department; or for failure to obey any lawful instruction, order, or command of a superior or supervisor. Disciplinary action in all cases will be decided on the merits of each case.

The disciplinary system established herein shall reflect the overarching emphasis for improving the quality of service being delivered by employees of this department. Discipline should not engender a strictly negative connotation. The disciplinary process is meant to correct employee actions and conduct that tend to impede the efficient and effective operation of the department. The proper use of discipline can achieve this objective without realizing a reduction in morale. Training and counseling shall be a function of the department's overall disciplinary system. In lieu of discipline, training and counseling shall be corrective actions used to modify an employee's performance.

4:1.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such as a basis for disciplinary action. Nothing in these rules and regulations prohibits disciplining or charging employees merely because the alleged act or omission does not appear herein, in the department, or in laws and ordinances within the cognizance of the department.

4:2 DEPARTMENT AUTHORITY TO DISCIPLINE

All disciplinary procedures shall be in accordance with the laws of the State of New Jersey, Attorney General Guidelines, applicable case law, Town employee handbook/manual and the municipal ordinances of the Town of Secaucus. Except as otherwise provided by applicable law, the department disciplinary authority and responsibility rests with the Chief of Police.

4:2.1 Corrective and Disciplinary Actions

A system of progressive discipline shall be used, wherever appropriate and practicable. Discipline shall follow the basic concepts of due process as established by State law. The following actions may be taken regarding any conduct felt to be in violation of any policy, procedure, rule and regulation of the police department:

1. In certain situations, formal discipline is not required in order to correct employee performance in various areas. All training and counseling resulting from a performance issue shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee. Performance based issues may be corrected by using training and counseling outlined below:

Training - Training is encouraged as a means of improving employee effectiveness and performance through positive and constructive methods. Training and discipline are not mutually exclusive. Certain minor offenses may be handled through targeted training. Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances wherein corrective action (training) may be necessary. Training includes:

- Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.
- Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.
- In-Service Training - The supervisor may refer the employee to an in-service training program.

Counseling - Counseling is indicated where personal actions or job performance are in conflict with basic police practice and agency written directives. Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session in Guardian Tracking Software. Facts to be considered in making these decisions will include, but are not limited to the person's intent, receptivity of the supervisory consulting and their desire to correct the problem. More serious infractions may indicate the need for a stronger response in place of, or in addition to, counseling. There is no right to a hearing for counseling notices except as may exist under applicable collective negotiations agreements. The Guardian Tracking Software will be the central repository for documenting counseling sessions. However, counseling sessions resulting from an Internal Affairs investigation shall be printed and filed in the employee's personnel file.

2. Repeat performance based issues or minor misconduct issues may be corrected through formal discipline by using the following actions:

Oral Reprimand (written) - They are intended to be the least intrusive form of discipline. To be effective, however, written oral reprimands must be timely. Otherwise, the employee may believe future infractions will be tolerated. In some cases, a minor infraction may warrant more than counseling, but less than a written reprimand. In those instances, a report of the offense shall be documented and issued to the employee as a written Oral reprimand. The reprimand notice shall be filed in the employee's personnel file.

Written Reprimand - In some cases, the misconduct may warrant more stringent measures. In these instances, a report of the offense shall be documented and issued to the employee as a written reprimand. The reprimand notice shall be filed in the employee's personnel file.

3. Serious violations and those committed as one in a series of repeated violations require swift and certain punitive measures in order to maintain proper discipline within the department. The final disciplinary action notice shall be filed in the employee's personnel file pursuant to department policy. The following disciplinary actions may be taken in accordance with the laws of the State of New Jersey:

- Voluntary surrender of time off in lieu of other action;
- Suspension or Fine;
- Demotion in rank;

- Dismissal.
4. All punitive actions applied as a result of discipline shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee. The disciplinary document shall be filed in the employee's personnel file.

4.2.2 Appeals Procedure

The appeal of discipline or corrective action imposed against an employee may be taken consistent with laws of the State of New Jersey and/or the grievance procedures of the current collective bargaining agreements and/or employee handbook/manuals.

Resolution No. _____

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

WHEREAS, it has been determined by the Tax Collector that the taxpayers(s) for the properties indicated on the attached Open Balances Report **totaling \$ 51,143.34**, are entitled to tax overpayment refund(s) for the 4th Quarter 2020 and;

WHEREAS it is the desire of the Mayor and Council to have these overpayment(s) returned to the respective taxpayer(s) and/or their agent(s);

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus that the requested overpayment refund(s) be made.

The Tax Collector is hereby authorized to make overpayment refund(s) and/or apply these overpayments to taxpayer(s) future quarters, as appropriate, in the amount shown to the taxpayer(s), as appears on the 4th Quarter Open Balances Report (Exhibit A).

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

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

TOWN OF SECAUCUS

Open Balances

Sorted By

Select By From: 2020 4 Through: 2020 4

Total This Year:-51,143.34

Total Last Year:0.00

Total Total:-51,143.34

Total Interest:0.00

Records Printed

31

Block	Lot	Qual	This Year	Last Year	Total	Interest Name	Address	Bank
00021	00009	C0101	-1,275.28	0.00	-1,275.28	0.00 BAUTISTA, JORGE & MENG	101 SANDPIPER KEY	00660
00021	00009	C0195	-1,566.08	0.00	-1,566.08	0.00 PATEL, PRIYANK & ANAR	195 SANDCASTLE KEY	00660
00021	00009	C0241	-1,683.96	0.00	-1,683.96	0.00 LIMAYE, ANIKET	241 SUNSET KEY	00660
00021	00009	C0255	-1,275.28	0.00	-1,275.28	0.00 GUPTA, NITIN K	255 SUNSET KEY	00672
00021	00009	C0308	-1,683.96	0.00	-1,683.96	0.00 GOEL, SACHIN & DEEPTI V	308 SEA ISLE KEY	
00021	00009	C0321	-1,683.96	0.00	-1,683.96	0.00 GURTA, PRIYANKA & NITI	321 SEA ISLE KEY	00660
00021	00012	C0541	-1,188.31	0.00	-1,188.31	0.00 GOCOWIN, ANNE	541 SANDERLING CT	00660
00021	00012	C0597	-1,188.31	0.00	-1,188.31	0.00 COLONNA, ROBERT & JANI	597 SANDERLING COURT	00660
00021	00013 01	C004A	-799.00	0.00	-799.00	0.00 MINERVINI, LEMMY	745 MAINSAIL LANE	00660
00021	00015	C0221	-1,072.20	0.00	-1,072.20	0.00 DEVITO, MICHAEL & MARIA	221 HARMON COVE TOWER	00660
00021	00015	C0730	-1,121.71	0.00	-1,121.71	0.00 AKULOVA, ELENA & ANGEL	730 HARMON COVE TOWER	00660
00021	00015	C0827	-1,206.91	0.00	-1,206.91	0.00 SHENOY, PARESH & SWETHA	827 HARMON COVE TOWER	00660
00021	00015	C1007	-448.95	0.00	-448.95	0.00 SUKRAMANI, ANANDA & A	1007 HARMON COVE TOWE	
00072	00007 02		-1,974.88	0.00	-1,974.88	0.00 MURPHY, FRANCIS & MART	720 5TH ST	00660
00084	00003		-3,574.64	0.00	-3,574.64	0.00 LI, ZHI	696 FOURTH ST	00660
00109	00010		-962.24	0.00	-962.24	0.00 XENAKIS, ANGELA	311 CLARENDON ST	00660
00125	00021		-1,063.28	0.00	-1,063.28	0.00 ASY, DORY & MIRNA ASY	809 6TH ST	00660
00126	00013	C000A	-3,422.96	0.00	-3,422.96	0.00 SON, NHUONG & QING H G	853 6TH ST	00660
00129	00024		-17.24	0.00	-17.24	0.00 CARDINAL, JOHN JR	232 FRONT ST	
00144	00004		-1,213.96	0.00	-1,213.96	0.00 LOPEZ, VICTOR & MARTHA	59 FIRST AVE CC DISPUTE	
00159	00003 01	C0019	-2,217.80	0.00	-2,217.80	0.00 SHARMA, MAYANK & FNU BI	19 MALLARD PL	
00159	00003 01	C0109	-2,453.68	0.00	-2,453.68	0.00 CROWLEY, CHERYL	109 OSERREY CT	
00159	00003 01	C0155	-2,217.80	0.00	-2,217.80	0.00 WANG, XUN	155 BLUE HERON DR	00660
00159	00003 01	C0188	-2,292.44	0.00	-2,292.44	0.00 KANAPARTHI, RANJITH & V	188 BLUE HERON DR	00660
00178	00027		-1,706.20	0.00	-1,706.20	0.00 WALKA, LAURA & GARY MC	1 LANZA LANE	00660
00180	00006		-1,889.68	0.00	-1,889.68	0.00 KUMAR, MANISH & SHARVA	20 GAIL PLACE	00660
00180	00017		-1,783.36	0.00	-1,783.36	0.00 SCAGLIONE, KEITH & KATH	42 GAIL PLACE	00660
00189	00009		-1,496.08	0.00	-1,496.08	0.00 WILLIAMSON, WESLEY	285 PAULANNE TERR	
00225	00005 01	C0025	-2,610.64	0.00	-2,610.64	0.00 JENNIFER R MOOI & AVNI	25 CREEKSIDE CT	00660
00226	00011		-1,825.84	0.00	-1,825.84	0.00 EGAN, ROBERT	1A MILL RIDGE ROAD	00660
00226	00032		-2,226.71	0.00	-2,226.71	0.00 MOI, ALICE	39 MILL RIDGE ROAD	00660

RESOLUTION NO. _____ - 2020

RESOLUTION APPROVING
HUDSON COUNTY BOARD OF TAXATION REDUCTIONS

WHEREAS, the Tax Collector of the Town of Secaucus has determined that action is required as a result of the 2020 tax reductions granted by the Hudson County Board of Taxation and,

WHEREAS, the Tax Collector has certified to the foregoing as well as to the amount of the Tax Cancellations which is set forth along the blocks and lots of the taxpayers.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Secaucus that the requested Tax Reductions/Cancellations be made:

TAX REDUCTIONS GRANTED BY THE
HUDSON COUNTY BOARD OF TAXATION

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
141	8	C0101	255 RT 3 E #C0101	\$ 377.34
141	8	C104A	255 RT 3 E #C104A	373.60
141	8	C104B	255 RT 3 E #C104B	567.87
141	8	C104F	255 RT 3 E #C104F	261.52
141	8	C206A	255 RT 2 E #C206A	317.56

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Town Tax Collector, Tax Assessor, and Chief Financial Officer.

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

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE SALE OF ABANDONED VEHICLES BY THE SECAUCUS POLICE
DEPARTMENT ON AN ONLINE AUCTION WEBSITE, WWW.GOVDEALS.COM**

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

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

WHEREAS, the Town of Secaucus intends to utilize the online auction services of GovDeals.com located at www.GovDeals.com through Sourcwell pursuant to **Resolution 2019-114**.

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

<u>VEHICLE</u>	<u>QUANTITY</u>	<u>VIN #</u>	<u>MIN. BID</u>
2002 Honda Accord	1	VIN # 1HGCG66502A177046	\$ 500.00
2002 BMW 3 Series	1	VIN # WBABS33442JY42515	\$ 500.00

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, hereby authorize the Town Clerk or his designee to offer for sale to the highest bidder the abandoned vehicles listed above on an online auction website entitled www.GovDeals.com; and

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

BE IT FURTHER RESOLVED, that the auction for the items listed above will start online on or about December 15, 2020 and end on or about December 23, 2020, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

- a) The vehicles are no longer needed for public use.
- b) The sales will be online at www.GovDeals.com.
- c) The sales are being conducted pursuant to the Division of Local Government Services' Local Finance Notices 2008-9 and 2008-21R.
- d) The vehicles as identified above shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicles can be made by contacting Sgt. Mark Valentino at (201) 330-2060.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website www.GovDeals.com and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted. The Town of Secaucus may choose to reject all bids pursuant to N.J.S.A. 40A:11-36 (5).
- h) Buyer is solely and fully responsible for all aspects of removal of any purchased items, including loading and transport from Town property and all costs associated with such. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus.

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

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

BE IT FURTHER RESOLVED, that all vehicles are subject to the rules set forth by the auctioneer, including but not limited to, the removal of all vehicles from the location lot within ten (10) business days; and

BE IT FURTHER RESOLVED, that this Resolution shall be published in The Jersey Journal, with the final publication at least five (5) days prior to the date of the auction.

Adopted: November 24, 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 November 24, 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 THE PURCHASE OF A USED ELECTRIC VEHICLE FROM PARK
AVENUE BMW**

WHEREAS, the Town of Secaucus wishes to continue to utilize electric vehicles as part of their fleet as these vehicles advanced the Town's environmental initiatives and limit their carbon footprint; and

WHEREAS, Park Avenue BMW located at 204 Route 17 North, Maywood New Jersey 07607, had a Used 2018 BMW i3 94Ah Hatchback Electric Vehicle available for sale; and

WHEREAS, the total cost of the vehicle with all licensing and rebates is Nineteen Thousand Seven Hundred Thirty-One Dollars and 35/100 (\$19,731.35); and

WHEREAS, purchasing a used vehicle provides a considerable cost savings to the Town; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 08-3000-00-91600-020

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, to approve the purchase of a Used 2018 BMW i3 94Ah Hatchback Electric Vehicle from Park Avenue BMW, as detailed above, for the total amount of Nineteen Thousand Seven Hundred Thirty-One Dollars and 35/100 (\$19,731.35); and

BE IT FURTHER RESOLVED, that Park Avenue BMW shall provide any and all updated compliance information requested by the Town of Secaucus Office of Purchasing, which may include but is not limited to, proof of continued insurance coverage; and

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

Adopted: November 24, 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 November 24, 2020.

Town Clerk

Mayor

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

I, Sheetal Nagpal, Treasurer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1 in

Account Number:

OS - 30001 - 00 - 91602 - 020

Amount \$ 19,731.35

Date 11/24/20

Sheetal Nagpal

Resolution No. _____

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

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF NORTH BERGEN FOR HEALTH
OFFICER SERVICES**

WHEREAS, the State of New Jersey requires each municipality to maintain a Health Department; and

WHEREAS, the Town of Secaucus does not employ a licensed Health Officer; and

WHEREAS, the Town of Secaucus previously entered into a Shared Service Agreement with the Township of North Bergen, pursuant to Resolution 2018-354, to share the services of a Health Officer for a compensation to the Township of North Bergen in the amount of Five Thousand Dollars and 00/100 (\$5,000.00) per quarter (Twenty Thousand Dollars and 00/100 (\$20,000.00) per year); and

WHEREAS, the annual compensation fee for Health Officer Services has been amended to Ten Thousand Dollars and 00/100 (\$10,000.00) per quarter (Forty Thousand Dollars and 00/100 (\$40,000.00) per year); and

WHEREAS, the Town of Secaucus has offered to compensate the Township of North Bergen for the services in connection with the Agreement; and

WHEREAS, it is in the best interest of the Township of North Bergen and the Town of Secaucus to enter into this Agreement for the period of November 1, 2020 to October 31, 2021, with automatic one (1) year renewal periods.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that the Mayor, Town Administrator or their designee is authorized to Amend the Shared Services Agreement with the Township of North Bergen for the services of the Health Officer and for compensation to the Township of North Bergen in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) per quarter, (Forty Thousand Dollars 00/100 (\$40,000.00) per year); and

BE IT FURTHER RESOLVED that the Finance Director certifies that funds for these services are available under line item 01-2010-00-58072-079; and

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

Adopted: November 24, 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 November 24, 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: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Kevin O'Connor Superintendent Public Works that the below person is hereby appointed to the regular full time Laborer/Driver position, pending the completion of a background check, and physical including a drug screening. This replacement position is in the Road, Repair & Maintenance Department (#50000) effective November 23, 2020:

Dececco, Luigi #5193

\$35,000.00 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 24, 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
FOR APPROVAL OF CHANGE ORDER #1 TO A CONTRACT WITH MATERA GARDEN
AND NURSERY CENTER FOR NURSERY AND GARDEN SUPPLIES AND EQUIPMENT**

WHEREAS, the Town of Secaucus has a contract with Matera Garden and Nursery Center for nursery and garden supplies, as well as power equipment and parts for the proper maintenance of such, under resolution 2020-81 for an amount not to exceed Eighty Thousand Dollars and 00/100 (\$80,000.00); and

WHEREAS, the it has been determined that additional supplies are needed, which will increase the total contract by Thirty-Five Thousand One Hundred Three Dollars and 15/100 (\$35,103.15); and

WHEREAS, there is a need for a Change Order #1 to increase the contract with Matera Garden and Nursery Center in the amount of Thirty-Five Thousand One Hundred Three Dollars and 15/100 (\$35,103.15) which will increase the overall contract amount to One Hundred Fifteen Thousand One Hundred Three Dollars and 15/100 (\$115,103.15)

WHEREAS, the Chief Financial Officer certifies that there are sufficient funds under account 01-2010-00-31502-036 for said contract.

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 #1 for Matera Nursery Garden and Nursery Center in the amount of Thirty Five Thousand One Hundred Three Dollars 15/100 and (\$35,103.15) is hereby approved.

Adopted: November 24, 2020

Sheetal Nagpal, Treasurer of the Town of Secaucus,
do hereby certify that funds are available in accordance
with the Local Budget Law N.J.S.A. 40A:4-1 in
Account Number:

01-2010-00-31502-036

Amount \$ 35,103.15 Date 11/24/20

Sheetal Nagpal
Sheetal Nagpal

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 24, 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
NEW JERSEY

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendations of Michael Pero, Superintendent of Recreation, the below additional staff are hereby appointed and re-appointed to various seasonal part time positions at the Ice Rink (#83000) retro to November 21, 2020 as follows:

MAINTENANCE		
Andriani	Noah	\$11.00 / Hour

CLERICAL		
Andriani	Caroline	\$10.30 / Hour
Pantoliano (new)	Danny	\$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 November 24, 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: _____

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

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of the interview panel composed of Judge Karen Boylan, Mary Martell, Court Administrator, Selma Clark, Asst. Division Manager, Gus Schlaier, Court Director and Sandra Lopez, Director Human Resources, the below person is hereby promoted to the replacement position of Deputy Court Administrator of the Secaucus Municipal Court retroactive to November 9, 2020 as follows:

Hitchcock, Elisa

\$58,500.00 / annum

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on November 24, 2020.

Town Clerk

Mayor

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