



Agenda  
Meeting of the Municipal Council  
Wednesday, May 8, 2019  
WORK SESSION 6:00 PM

---

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

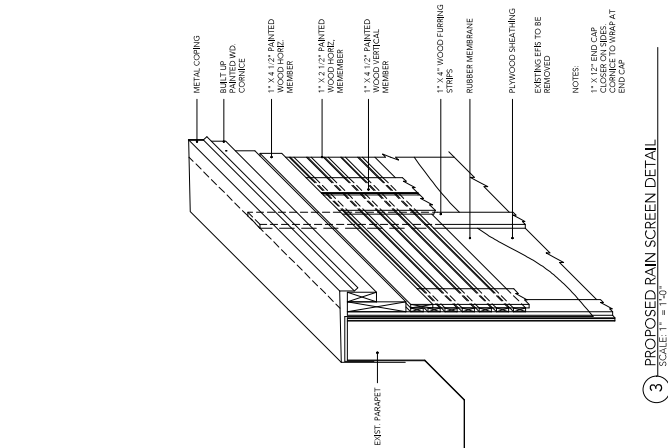
Salute to the Flag

Announcement by the City Clerk

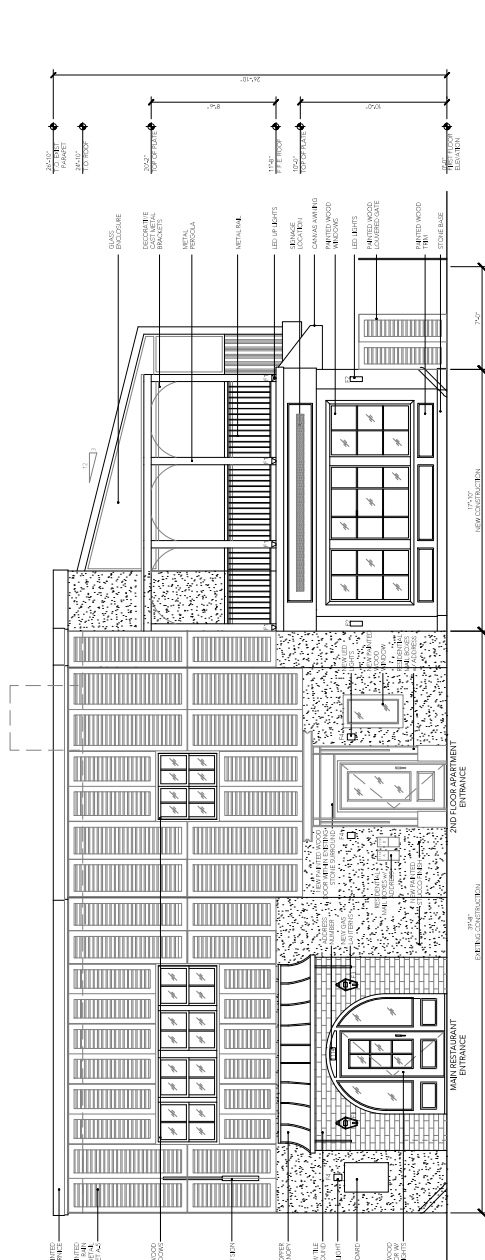
As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

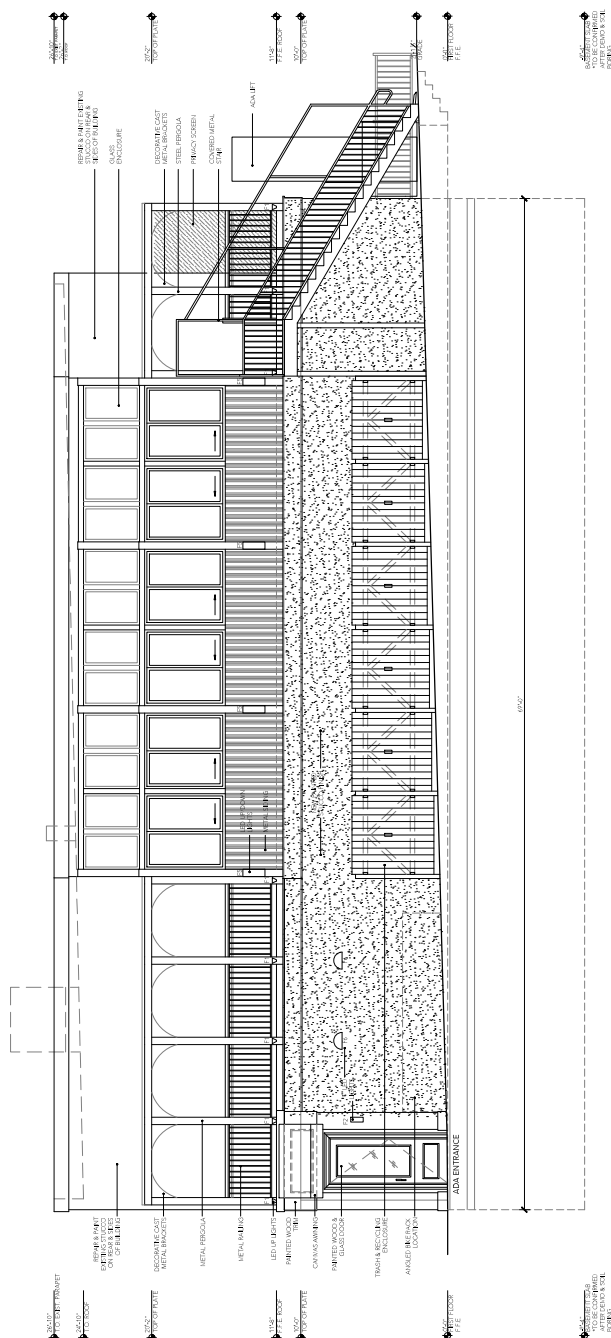
- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Director of Planning Michele Alonso:
  - 1. Requested easement for metal canopy over R-O-W by RBAR AP, LLC for Block 2805 Lots 18 & 19 1112-1114 Main Street
- D. Review of Agenda Items for May 8, 2019 Regular Meeting
- E. Matters from City Manager
  - 1. Community Solar Initiative
- F. Matters from City Council
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



3 PROPOSED RAIN SCREEN DETAIL  
SCALE: 1" = 1'-0"



1 PROPOSED FACADE ELEVATION - WEST  
SCALE: 1/4" = 1'-0"



2 PROPOSED FACADE ELEVATION - SOUTH  
SCALE: 1/4" = 1'-0"



Agenda  
Meeting of the Municipal Council  
Wednesday, May 8, 2019  
REGULAR MEETING 7:00 PM

---

**I. Executive Session - 4:00 p.m.**

2019-166 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. Performance Review - City Manager

B. Contract Negotiations

1. Request for Proposals - City Hall
2. Amendments to the Waterfront Redevelopment Plan

C. Potential Litigation

1. McLoone's Liquor License Extension

D. Attorney-Client Privilege

**II. Workshop Session - 6:00 p.m.**

**III. Regular Meeting - 7:00 p.m.**

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of Apr 24, 2019 5:00 PM
- Municipal Council - Work Session - Apr 24, 2019 6:00 PM
- Municipal Council - Regular Meeting - Apr 24, 2019 7:00 PM

G. Adoption of the 2019 Municipal Budget

2019-146 Adoption of the 2019 Municipal Budget

H. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2019-167 Resolution Approving Special Event Applications

2019-168 Adopting the Monmouth County Home Consortium FY 2019 Annual Action Plan for Housing and Community Development Programs

2019-169 Authorizing Appointments to the Public Art Commission

I. Individual Resolutions

2019-170 Resolution Approving Payment of Bills

2019-171 Resolution Approving Change Order #3 for Bridge and Heck Street Improvements

2019-172 Awarding a Professional Services Contract for Energy Consulting Services

2019-173 Resolution Authorizing the Fabrication and Installation of a Carbon Steel Scum Beach on Gravity Thickener

2019-174 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

2019-175 Resolution Authorizing the Outfitting of the New Fire Department Pickup Truck

2019-176 Resolution Awarding a contract to Monmouth County for road repaving

2019-177 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Pilot Valet Parking Service

2019-178 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

2019-179 Resolution Adopting the Personnel Policy for 2019

2019-180 Resolution Requesting Deal Lake Commission Record Public Meetings

J. Ordinances

1. Introduction

- 2019-20 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code Of The City Of Asbury Park, New Jersey.”
- 2019-21 2664 : Authorizing The City of Asbury Park To Convey An Easement over a Certain Portion of The Public Right-Of-Way Area Adjacent to The Property Located at 301 Eighth Avenue (Block 4301, Lot 6, F/K/A Block 218, Lot 1)
- 2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

2. Second Reading/Public Hearing

- 2019-15 Bond Ordinance Providing for Various North End Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$19,000,000 Therefor (Including a New Jersey Green Acres Program Grant/Loan) and Authorizing the Issuance of \$19,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof
- 2019-16 An Ordinance Amending and Supplementing Article 13-1300, Entitled “Short-Term Rentals,” as Contained within Part 2, “Rental Property,” of Chapter XIII, “Property Improvement and Neighborhood Preservation – Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey.”
- 2019-17 An Ordinance Amending and Supplementing Section 10-2, Currently Entitled “Hotel Room Occupancy Tax,” of Chapter X, “Finance and Taxation,” of the “Code of the City of Asbury Park, New Jersey.”
- 2019-18 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations
- 2019-19 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-13 (Which Provides for Various Improvements to Deal Lake Drive) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 28, 2018, to Increase the Appropriation by \$300,000 and to Increase the Authorization of Bonds or Notes by \$300,000

K. Adjournment

**RESOLUTION NO. 2019-166****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on May 8, 2019 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

- A. Personnel
  - 1. Performance Review – City Manager
- B. Contract Negotiations
  - 1. Request for Proposals – City Hall
  - 2. Amendments to the Waterfront Redevelopment Plan
- C. Potential Litigation
  - 1. McLoone's Liquor License Extension
- D. Attorney Client Privilege

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

CINDY A. DYE  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, April 24, 2019  
WORK SESSION

Announcement by the City Clerk

| Attendee Name      | Title         | Status  | Arrived |
|--------------------|---------------|---------|---------|
| Eileen Chapman     | Councilmember | Present |         |
| Yvonne Clayton     | Councilmember | Present |         |
| Jesse Kendle       | Councilmember | Present |         |
| Amy Quinn          | Deputy Mayor  | Present |         |
| John Moor          | Mayor         | Present |         |
| Cindy Dye          | City Clerk    | Present |         |
| Michael Capabianco | City Manager  | Present |         |
| Frederick Raffetto | City Attorney | Present |         |

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Recongizing Child Abuse & Neglect Prevention Month

The Mayor and City Council recognized Child Abuse and Neglect Prevention Month.

Proclamation Recongizing Arbor Day

The Mayor and City Council are recognizing Arbor Day.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications for this meeting.

Review of Agenda Items for April 24, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda items for this evening's meeting.

Mayor Moor stated his oppositions regarding the place to place liquor license transfer for McLoones. He stated that he did not feel that the applicant met the legal requirements to allow for the expansion.

Matters from City Council

Council Member Chapman stated that the Asbury Park Library is having story time on April 27 from 11 a.m. to 11:45 a.m. for 4 to 6-year-old. Restaurant Tour will be held this weekend hosted by the Asbury Park Chamber of Commerce from 12 p.m. to 4 p.m. Asbury Park Live is on May 4 from 1 p.m. to 5 p.m., which includes music, health screening and more. On Thursday, May 2 AP Core will be hosting a fundraiser at the Wonder Bar. This weekend is also the Asbury Park

Music and Film Festival.

Council Member Clayton stated that it is Medication Take Back on Saturday, April 27 at City Hall. On May 5 the Center will be hosting its annual Aids Walk. On May 10 the Asbury Park Chamber of Commerce is having their annual Carousel Awards.

Council Member Kendle announced that registration is now open for Summer Day Camp. The Family Fun BBQ for autistic children will be held on May 11 at Springwood Avenue Park from 1 p.m. to 3 p.m.

Deputy Mayor Quinn stated that the Asbury Park Public Arts Commission is working on locker and trash can art programs with the Boys and Girls Club. On Saturday, April 27 the finale for the Asbury Park Got Talent will occur. Asbury Park was named Tree City USA for the 17th year in the row. This Saturday will be the City-wide yard sale from 9 a.m. to 3 p.m. Proceeds will go to Rescue Ridge and Wag On In Rescue.

Mayor Moor reiterated the events for Asbury Park Got Talent, Asbury Park Alive and the Carousel Awards. He announced on May 2 from 12 p.m. to 1 p.m. will be Nation Day of Prayer held at the flag pole at City hall. He recognized City employees and Ocean Township for the great job and quick response for the collapsed pipe on 5th and Memorial.

#### Matters from City Manager

City Manager Capabianco congratulated Barbara VanWagner on her retirement.

#### Matters from City Attorney

City Attorney Raffetto had no matters.

#### Regular Meeting begins at 7 p.m.

Respectfully submitted by:

---

Cindy A. Dye, RMC, City Clerk



Minutes  
Meeting of the Municipal Council  
Wednesday, April 24, 2019  
REGULAR MEETING

**Executive Session - 5:00 p.m.**

2019-145 Resolution Authorizing a meeting which excludes the public

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

| Attendee Name      | Title         | Status  | Arrived |
|--------------------|---------------|---------|---------|
| Eileen Chapman     | Councilmember | Present |         |
| Yvonne Clayton     | Councilmember | Present |         |
| Jesse Kendle       | Councilmember | Present |         |
| Amy Quinn          | Deputy Mayor  | Present |         |
| John Moor          | Mayor         | Present |         |
| Cindy Dye          | City Clerk    | Present |         |
| Michael Capabianco | City Manager  | Present |         |
| Frederick Raffetto | City Attorney | Present |         |

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

**PUBLIC PARTICIPATION**

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke: Ernest Mignoli, Rita Marano, Myra Campbell, Dan Smith, Madeline Monico, Tracey Rogers, Catherine Murphy, Felicia Simmons, Pam Lamberton, Carrie Butch.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

**MINUTES**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

1. Executive Minutes of Apr 10, 2019 5:00 PM
2. Municipal Council - Work Session - Apr 10, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Apr 10, 2019 7:00 PM **Accepted**

### **ADOPTION OF THE 2019 BUDGET**

1. Adoption of the 2019 Municipal Budget  
 Motion made by Council Member Chapman and seconded by Council Member Kendle to open the budget to the public. All were in favor.  
 The following members of the public spoke: Rita Marano, Felicia Simmons.  
 Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the budget to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [UNANIMOUS]</b>             |
|                  | <b>Next: 5/8/2019 7:00 PM</b>         |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### **CONSENT AGENDA RESOLUTIONS**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

- 2019-147 Resolution Approving Special Event Applications
- 2019-148 Resolution to Authorize Year End Tax Sale 2019
- 2019-149 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2019
- 2019-150 Resolution Approving Tax Sale Costs 2019
- 2019-151 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2019
- 2019-152 Resolution to Refund Overpaid Administrative PILOT 3903-1.0406 807 Kingsley St. Unit 6

2019-153 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1124 First Avenue)

2019-154 Resolution Approving Disposition of Surplus Property with No Value

### **INDIVIDUAL RESOLUTIONS**

2019-155 Resolution Approving Payment of Bills

Council Member Chapman abstains from PO 19-01184.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 1]</b>                                 |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                                 |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                           |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn |
| <b>NAYS:</b>     | John Moor                                               |

2019-156 Resolution to Approve Place to Place Liquor License Transfer (Expansion of Premise) for McLoones Asbury Park, LLC

Thomas Generon, Esquire representing Tim McLoone's. He asked if Council had any questions. Mayor Moor stated that he made his statements during workshop session.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>DEFEATED [0 TO 4]</b>                           |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                            |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                      |
| <b>NAYS:</b>     | Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor |
| <b>ABSTAIN:</b>  | Eileen Chapman                                     |

2019-157 Resolution Authorizing purchase of a pickup truck for the Fire Department

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 0]</b>                              |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                              |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSTAIN:</b>  | Jesse Kendle                                         |

2019-158 Resolution Authorizing the Purchase of Personal Protection Gear (Harnesses) for the Fire Department

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-159 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-160 Authoring the Purchase of Rotating Biological Contractor (RBCs) for the WWTP

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-161 Resolution Awarding a Sole Source Contract to BR Welding

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | John Moor, Mayor                      |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-162 Awarding of a Contract to Millennium Communications Group for Various Projects Around City Hall

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-163 Resolution Awarding of a contract to Orchard Holdings LLC for traffic signal for 5th and Grand

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-164 Resolution Amending the Metered Parking Requirements for the Bangs Avenue Garage in the Downtown Area of the City on Saturday, May 4, 2019

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-165 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Micro-Mobility Program Within the City

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

## **ORDINANCES**

### **Introduction**

2019-19 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-13 (Which Provides for Various Improvements to Deal Lake Drive) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth,

State of New Jersey, on March 28, 2018, to Increase the Appropriation by \$300,000 and to Increase the Authorization of Bonds or Notes by \$300,000

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 5/8/2019 7:00 PM</b>         |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### Second Reading/Public Hearing

2019-12 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the Ordinance to the public. All were in favor.

The following members of the public spoke: Felicia Simmons.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the Ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-14 An Ordinance Vacating a Portion of Sewall Avenue (Presently a Paper Street) Pursuant to N.J.S.A. 40:67-1, et seq. and the City's Waterfront Redevelopment Plan

Motion made by Council Member Clayton and seconded by Council Member Kendle to open the Ordinance to the public. All were in favor.

The following members of the public spoke: Felicia Simmons.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the Ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### ADJOURNMENT

The meeting was adjourned at 8:03 PM

Respectfully submitted by:

\_\_\_\_\_  
Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Apr 24, 2019 7:00 PM (Minutes)

**RESOLUTION NO. 2019-146**

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

**ADOPTION OF THE 2019 MUNICIPAL BUDGET**

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-146 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 25th DAY OF April, 2019.

CINDY A. DYE  
CITY CLERK



## RESOLUTION NO. 2019-167

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

**WHEREAS**, at work session meeting of the Mayor and Council held on May 8, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Asbury Essentials
2. Center a la Carte- requesting City date
3. 101 Days of Summer Safety Event
4. Picnic at the Park

**WHEREAS**, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-167 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



# SPECIAL EVENTS PERMIT APPLICATION

Date Received: \_\_\_\_\_ APP. # \_\_\_\_\_

*Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or [Leesha.floyd@cityofasburypark.com](mailto:Leesha.floyd@cityofasburypark.com) for additional information. Fax number is 732.775.1483*

NAME OF EVENT: Asbury Essentials

DATE(S): Tuesday 18 June 2019 Rain Date: \_\_\_\_\_

HOURS OF EVENT: From 5:30 pm To: 9pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Pathway (under Pass w/ mural) + The Transportation Center

Name of Applicant/Organization: Asbury Park Business Advisory Committee

Address: 1 Municipal Plaza

Contact: Adam Nelson Phone: 917 930 5802

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Non-Profit? Yes \_\_\_\_\_ No \_\_\_\_\_ Tax Exempt ID Number: \_\_\_\_\_

*If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Business mixer for Asbury Park Entrepreneurs - Business Owners

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.*

Attachment: asbury essentials (2019-167 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes X No \_\_\_\_\_ If yes, please explain \_\_\_\_\_NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES \_\_\_\_\_ NO X IF YES, HOW MUCH \_\_\_\_\_VENDOR CHARGE? YES \_\_\_\_\_ NO X IF YES, HOW MUCH \_\_\_\_\_WILL YOU REQUIRE A STREET CLOSING? YES \_\_\_\_\_ NO X Please Give Details: \_\_\_\_\_PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: City to provide services in thison serviceDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: price, public works\* Over 21 wrist bandsNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

\*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

\*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

\*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

\*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

[Signature]  
Signature of Applicant17 April 2019  
DateAdam Nelson  
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ \_\_\_\_\_

Total Fees Collected \$ \_\_\_\_\_



## RESOLUTION NO. 2019-168

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **ADOPTING THE MONMOUTH COUNTY HOME CONSORTIUM FY 2019 ANNUAL ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

**WHEREAS**, the submission of the City's Fiscal Year 2019 Annual Action Plan for Housing and Community Development Programs (hereinafter referred to as the "Consolidated Plan") is a requirement of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

**WHEREAS**, the Monmouth County Planning and Community Development staff, in conjunction with the staff from the other participating cities; Asbury Park, Long Branch and Middletown Township, has prepared its FY-2019 Annual Action Plans in accordance with Federal Regulations and will collectively submitted those plans including Asbury Park's, to the U.S. Department of Housing and Urban Development (HUD) on or before May 15, 2019. The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs; and

**WHEREAS**, the Federal regulations require program grantees to identify housing and community development needs and develop a plan for carrying out the strategies necessary to meet its housing and community development needs; and

**WHEREAS**, the City of Asbury Park held a public hearing on March 21<sup>st</sup>, 2019 in order to provide citizens, public agencies, and other interested parties an opportunity to provide comments and suggestions on the FY-2019 Annual Action Plan; and

**WHEREAS**, the City has the right and authority under the said Community Development Block Grant (CDBG) Program to allocate a portion of its funds to non-profit agencies.

**WHEREAS**, the City will fund the following projects with the remainder of the funding: Administration; Homelessness Prevention & Tenant Relocation; Road Improvement/Infrastructure/Parks; Community Events; Fire Department equipment, Community Facility and Security Cameras.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Governing body that the City's FY-2018 Annual Action Plan for Housing and Community Development Programs be and the same is hereby approved and authorized.

**BE IT FURTHER RESOLVED** that the City Manager be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-168 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



## RESOLUTION NO. 2019-169

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **AUTHORIZING APPOINTMENTS TO THE PUBLIC ART COMMISSION**

**WHEREAS**, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

Appointee  
Mary Eileen Fouratt

Term to Expire  
December 31, 2019

**BE IT FURTHER RESOLVED**, that the Committee shall operate in accordance with the provisions set forth in Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be provided to each appointed member and Michael Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-169 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 8th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



## RESOLUTION NO. 2019-170

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### RESOLUTION APPROVING PAYMENT OF BILLS

**WHEREAS**, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

**BE IT RESOLVED**, that these vouchers payable totaling \$6,307,005.12

**BE IT FURTHER RESOLVED**, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

|                              |                            |
|------------------------------|----------------------------|
| CURRENT VOUCHERS             | \$ 1,019,632.12            |
| BOARD OF EDUCATION           | 616,620.00                 |
| POLICE & FIREMANS RETIREMENT | 3,879,334.00               |
| PUBLIC EMPLOYEES RETIREMENT  | <u>791,419.00</u>          |
| <br>TOTAL VOUCHERS           | <br>\$ <u>6,307,005.12</u> |

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-170 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 10th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.I.1.a  
Page No: 1

P.O. Type: Contract      Print Alpha, Revenue, & G/L Accounts:      Y      Open: N      Void: N      Paid: N  
Format: Condensed      Held: N      Aprv: N      Rcvd: Y  
Range: 8-First      to 9-Last      Bid: Y      State: Y      Other: Y      Exempt: Y  
Rcvd Batch Id Range: First      to Last      Encumbrance Date Range: First      to 12/31/19      Include Non-Budgeted: Y  
Department Page Break: No      Subtotal CAFR: Yes      Subtotal Department: Yes      Subtotal Extd: Yes

| Budget Account | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|----------------|-------------|---------|------------------|--------|-------------|---------|
|----------------|-------------|---------|------------------|--------|-------------|---------|

Fund: CURRENT  
Department: FINANCIAL ADMINISTRATION  
Extd: FINANCIAL ADMINISTRATION

|                                            |                          |          |                          |          |      |  |
|--------------------------------------------|--------------------------|----------|--------------------------|----------|------|--|
| 8-01-20-130-000-204                        | FINANCE Outside Services |          |                          |          |      |  |
| ACCINV                                     | ACCLAIM INVENTORY, LLC   | 18-03909 | Update 2018 Fixed Assets | 2,900.00 | 0.00 |  |
| Extd Total: FINANCIAL ADMINISTRATION       |                          |          |                          | 2,900.00 |      |  |
| Department Total: FINANCIAL ADMINISTRATION |                          |          |                          | 2,900.00 |      |  |
| CAFR Total:                                |                          |          |                          | 2,900.00 |      |  |

Department: Planning Department  
Extd: Planning Department

|                                       |                                 |          |                                |          |      |  |
|---------------------------------------|---------------------------------|----------|--------------------------------|----------|------|--|
| 8-01-21-179-000-201                   | Planning Dept. General Plant    |          |                                |          |      |  |
| CLACAN                                | CLARKE CATON HINTZ PC           | 19-01239 | CCH PB/ZB Invoices 09/18&12/18 | 976.82   | 0.00 |  |
| WATSPR                                | WATCHUNG SPRING WATER CO., INC. | 19-01404 | Invoice 9104433 Water Deliv.   | 40.45    | 0.00 |  |
|                                       |                                 |          |                                | 1,017.27 |      |  |
| Extd Total: Planning Department       |                                 |          |                                | 1,017.27 |      |  |
| Department Total: Planning Department |                                 |          |                                | 1,017.27 |      |  |

Department: PLANNING BOARD  
Extd: PLANNING BOARD

|                                  |                              |          |                                |          |      |  |
|----------------------------------|------------------------------|----------|--------------------------------|----------|------|--|
| 8-01-21-180-000-201              | PLANNING BOARD General Plant |          |                                |          |      |  |
| CLACAN                           | CLARKE CATON HINTZ PC        | 19-01239 | CCH PB/ZB Invoices 09/18&12/18 | 801.23   | 0.00 |  |
| Extd Total: PLANNING BOARD       |                              |          |                                | 801.23   |      |  |
| Department Total: PLANNING BOARD |                              |          |                                | 801.23   |      |  |
| CAFR Total:                      |                              |          |                                | 1,818.50 |      |  |
| Fund Total: CURRENT              |                              |          |                                | 4,718.50 |      |  |
| Year Total:                      |                              |          |                                | 4,718.50 |      |  |

Fund: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                     |                              |          |                               |          |      |  |
|---------------------|------------------------------|----------|-------------------------------|----------|------|--|
| 9-01-20-100-000-201 | ADMINISTRATION General Plant |          |                               |          |      |  |
| MADASB              | MADISON ASBURY DRY           | 19-01081 | rental fee for Easter Pageant | 800.00   | 0.00 |  |
| CRAPRI              | CRAFTMASTER PRINTING, INC.   | 19-01234 | Easter supplies               | 211.50   | 0.00 |  |
| THEROS              | THE ROSE OF SHARON FLORIST   | 19-01281 | Easter flowers & balloons     | 1,040.00 | 0.00 |  |
| SHORIT              | SAKER SHOPRITE, INC.         | 19-01287 | Easter supplies               | 1,706.12 | 0.00 |  |
| KMART               | K MART                       | 19-01289 | Easter supplies               | 359.57   | 0.00 |  |
| STAPLE              | STAPLES BUSINESS ADVANTAGE   | 19-01300 | Outer office area supplies    | 165.19   | 0.00 |  |
| CRAPRI              | CRAFTMASTER PRINTING, INC.   | 19-01322 | Easter signs                  | 295.00   | 0.00 |  |
| NJLEAMUN            | NJ LEAGUE OF MUNICIPALITIES  | 19-01390 | 2019 Municipal Directory      | 30.00    | 0.00 |  |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.I.1.a  
Page No: 2

| Budget Account<br>Vendor               | Description                                | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|----------------------------------------|--------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 9-01-20-100-000-201                    | ADMINISTRATION General Plant               |          | Continued                      |                 |             |         |
| WATSPR                                 | WATCHUNG SPRING WATER CO., INC.            | 19-01398 | services 3-14 to 4-10-2019     | 120.63          | 0.00        |         |
| ATLLC                                  | AT&T MOBILITY LLC                          | 19-01466 | #287284936037 3/12 - 4/11/19   | 44.66           | 0.00        |         |
| MADASBU                                | MADISON ASBURY CONVENTION HALL             | 19-01486 | INVOICE #421 EASTER PARADE     | 400.00          | 0.00        |         |
|                                        |                                            |          |                                | <u>5,172.67</u> |             |         |
| 9-01-20-100-000-202                    | ADMINISTRATION Office Supplies             |          |                                |                 |             |         |
| CRAPRI                                 | CRAFTMASTER PRINTING, INC.                 | 19-01121 | memo pads                      | 54.50           | 0.00        |         |
| WBMASON                                | W.B.MASON CO., INC.                        | 19-01352 | OFFICE SUPPLIES                | 131.58          | 0.00        |         |
|                                        |                                            |          |                                | <u>186.08</u>   |             |         |
| 9-01-20-100-000-209                    | ADMINISTRATION Fees                        |          |                                |                 |             |         |
| ATLTOM                                 | ATLANTIC TOMORROWS OFFICE                  | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 860.06          | 0.00        |         |
|                                        | Extd Total: ADMINISTRATION                 |          |                                | 6,218.81        |             |         |
|                                        | Department Total: ADMINISTRATION           |          |                                | 6,218.81        |             |         |
| Department: MUNICIPAL CLERK            |                                            |          |                                |                 |             |         |
| Extd: MUNICIPAL CLERK                  |                                            |          |                                |                 |             |         |
| 9-01-20-120-000-201                    | MUNICIPAL CLERK General Plant              |          |                                |                 |             |         |
| ATLTOM                                 | ATLANTIC TOMORROWS OFFICE                  | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 450.03          | 0.00        |         |
| 9-01-20-120-000-217                    | MUNICIPAL CLERK Ads&Promotion              |          |                                |                 |             |         |
| THECOA                                 | THE NEW COASTER, LLC                       | 19-01407 | Invoice #53266                 | 45.03           | 0.00        |         |
|                                        | Extd Total: MUNICIPAL CLERK                |          |                                | 495.06          |             |         |
|                                        | Department Total: MUNICIPAL CLERK          |          |                                | 495.06          |             |         |
| Department: FINANCIAL ADMINISTRATION   |                                            |          |                                |                 |             |         |
| Extd: FINANCIAL ADMINISTRATION         |                                            |          |                                |                 |             |         |
| 9-01-20-130-000-201                    | FINANCE General Plant                      |          |                                |                 |             |         |
| ATLTOM                                 | ATLANTIC TOMORROWS OFFICE                  | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 450.02          | 0.00        |         |
| MARBUS                                 | MARLIN BUSINESS BANK                       | 19-01463 | INVOICE #1474010 5/15/19       | 339.50          | 0.00        |         |
|                                        |                                            |          |                                | <u>789.52</u>   |             |         |
| 9-01-20-130-000-202                    | FINANCE Office Supplies                    |          |                                |                 |             |         |
| WBMASON                                | W.B.MASON CO., INC.                        | 19-01352 | OFFICE SUPPLIES                | 266.91          | 0.00        |         |
| 9-01-20-130-000-222                    | FINANCE Training                           |          |                                |                 |             |         |
| INSFOR                                 | INSTITUTE FOR PROFESSIONAL DEV             | 19-00291 | Ethics Seminar 5-17-19         | 150.00          | 0.00        |         |
|                                        | Extd Total: FINANCIAL ADMINISTRATION       |          |                                | 1,206.43        |             |         |
|                                        | Department Total: FINANCIAL ADMINISTRATION |          |                                | 1,206.43        |             |         |
| Department: TAX REVENUE ADMINISTRATION |                                            |          |                                |                 |             |         |
| Extd: TAX REVENUE ADMINISTRATION       |                                            |          |                                |                 |             |         |
| 9-01-20-145-000-202                    | TAX REV ADMIN Office Supplies              |          |                                |                 |             |         |
| WBMASON                                | W.B.MASON CO., INC.                        | 19-01046 | Tax Office Supplies 03/26/19   | 627.01          | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page NO: 3

| Budget Account<br>Vendor                     | Description                                                | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|----------------------------------------------|------------------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 9-01-20-145-000-209<br>ATLTOM                | TAX REV ADMIN Fees<br>ATLANTIC TOMORROWS OFFICE            | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 166.92    | 0.00        |         |
| 9-01-20-145-000-238<br>TROHOT                | TAX REV ADMIN Conventions<br>TROPICANA HOTEL               | 19-00880 | CTC HOTEL CEUS May 14, 2019 TY | 95.85     | 0.00        |         |
| Extd Total: TAX REVENUE ADMINISTRATION       |                                                            |          |                                | 889.78    |             |         |
| Department Total: TAX REVENUE ADMINISTRATION |                                                            |          |                                | 889.78    |             |         |
| Department: DIRECTOR OF COMMUNICATIONS       |                                                            |          |                                |           |             |         |
| Extd: DIRECTOR OF COMMUNICATIONS             |                                                            |          |                                |           |             |         |
| 9-01-20-151-000-299<br>ANTHO005              | DIRECTOR OF COMMUNICATIONS - Misc Exp<br>ANTHONY STEVERSON | 19-00733 | \$500 of \$2000 2019 Photo Fee | 500.00    | 0.00        |         |
| Extd Total: DIRECTOR OF COMMUNICATIONS       |                                                            |          |                                | 500.00    |             |         |
| Department Total: DIRECTOR OF COMMUNICATIONS |                                                            |          |                                | 500.00    |             |         |
| Department: LEGAL SERVICES                   |                                                            |          |                                |           |             |         |
| Extd: LEGAL SERVICES                         |                                                            |          |                                |           |             |         |
| 9-01-20-155-000-209<br>MCMSCO                | LEGAL SERVICES Fees<br>MCMANIMON, SCOTLAND & BAUMANN, LLC  | 19-01249 | SERVICES RENDERED THRU 02/28   | 2,371.67  | 0.00        |         |
| Extd Total: LEGAL SERVICES                   |                                                            |          |                                | 2,371.67  |             |         |
| Department Total: LEGAL SERVICES             |                                                            |          |                                | 2,371.67  |             |         |
| CAFR Total:                                  |                                                            |          |                                | 11,681.75 |             |         |
| Department: Planning Department              |                                                            |          |                                |           |             |         |
| Extd: Planning Department                    |                                                            |          |                                |           |             |         |
| 9-01-21-179-000-201<br>CRAPRI                | Planning Dept. General Plant<br>CRAFTMASTER PRINTING, INC. | 19-01301 | Zoning permit forms            | 140.00    | 0.00        |         |
| ATLTOM                                       | ATLANTIC TOMORROWS OFFICE                                  | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 219.92    | 0.00        |         |
| RUTGOV                                       | RUTGERS, THE STATE UNIV. OF NJ                             | 19-01457 | 2019 Plan/Zon Conf Reg.        | 235.00    | 0.00        |         |
|                                              |                                                            |          |                                | 594.92    |             |         |
| Extd Total: Planning Department              |                                                            |          |                                | 594.92    |             |         |
| Department Total: Planning Department        |                                                            |          |                                | 594.92    |             |         |
| Department: PLANNING BOARD                   |                                                            |          |                                |           |             |         |
| Extd: PLANNING BOARD                         |                                                            |          |                                |           |             |         |
| 9-01-21-180-000-201<br>JACSER                | PLANNING BOARD General Plant<br>JACK A. SERPICO            | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 1,325.00  | 0.00        |         |
| Extd Total: PLANNING BOARD                   |                                                            |          |                                | 1,325.00  |             |         |
| Department Total: PLANNING BOARD             |                                                            |          |                                | 1,325.00  |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page NO: 4

| Budget Account<br>Vendor                                                     | Description                                   | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|------------------------------------------------------------------------------|-----------------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Department: ZONING BOARD OF ADJUSTMENT<br>Extd: ZONING BOARD OF ADJUSTMENT   |                                               |          |                                |            |             |         |
| 9-01-21-185-000-209                                                          | ZONING BOARD Fees                             |          |                                |            |             |         |
| JACSER JACK A. SERPICO                                                       |                                               | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 800.00     | 0.00        |         |
|                                                                              | Extd Total: ZONING BOARD OF ADJUSTMENT        |          |                                | 800.00     |             |         |
|                                                                              | Department Total: ZONING BOARD OF ADJUSTMENT  |          |                                | 800.00     |             |         |
|                                                                              | CAFR Total:                                   |          |                                | 2,719.92   |             |         |
| Department: CODE ENFORCEMENT AND ADMIN.<br>Extd: CODE ENFORCEMENT AND ADMIN. |                                               |          |                                |            |             |         |
| 9-01-22-195-000-299                                                          | CODE ENFORCE Misc.                            |          |                                |            |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE                                             |                                               | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 152.03     | 0.00        |         |
| WBMASON W.B.MASON CO., INC.                                                  |                                               | 19-01352 | OFFICE SUPPLIES                | 131.58     | 0.00        |         |
|                                                                              |                                               |          |                                | 283.61     |             |         |
|                                                                              | Extd Total: CODE ENFORCEMENT AND ADMIN.       |          |                                | 283.61     |             |         |
|                                                                              | Department Total: CODE ENFORCEMENT AND ADMIN. |          |                                | 283.61     |             |         |
| Department: CONSTRUCTION CODE OFFICIAL<br>Extd: CONSTRUCTION CODE OFFICIAL   |                                               |          |                                |            |             |         |
| 9-01-22-200-000-299                                                          | CONSTRUCTION CODE Misc. (In Cap)              |          |                                |            |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE                                             |                                               | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 152.03     | 0.00        |         |
|                                                                              | Extd Total: CONSTRUCTION CODE OFFICIAL        |          |                                | 152.03     |             |         |
|                                                                              | Department Total: CONSTRUCTION CODE OFFICIAL  |          |                                | 152.03     |             |         |
|                                                                              | CAFR Total:                                   |          |                                | 435.64     |             |         |
| Department: EMPLOYEE GROUP INSURANCE<br>Extd: EMPLOYEE GROUP INSURANCE       |                                               |          |                                |            |             |         |
| 9-01-23-220-000-209                                                          | EMPLOYEE GROUP INSURANCE Fees (IN CAP)        |          |                                |            |             |         |
| NJSHBP NJSHBP                                                                |                                               | 19-01462 | HEALTH COVERAGE MAY 2019       | 488,410.86 | 0.00        |         |
|                                                                              | Extd Total: EMPLOYEE GROUP INSURANCE          |          |                                | 488,410.86 |             |         |
|                                                                              | Department Total: EMPLOYEE GROUP INSURANCE    |          |                                | 488,410.86 |             |         |
|                                                                              | CAFR Total:                                   |          |                                | 488,410.86 |             |         |
| Department: POLICE DEPARTMENT<br>Extd: POLICE DEPARTMENT                     |                                               |          |                                |            |             |         |
| 9-01-25-240-000-201                                                          | POLICE General Plant                          |          |                                |            |             |         |
| WATSPR WATCHUNG SPRING WATER CO.,INC.                                        |                                               | 19-01456 | #9368154 (8) Bottles & Deliver | 74.91      | 0.00        |         |
| 9-01-25-240-000-203                                                          | POLICE Motor Vehicle                          |          |                                |            |             |         |
| EASAUT EASTERN AUTOPARTS WAREHOUSE                                           |                                               | 19-01177 | Blanket Auto Repairs           | 516.07     | 0.00        | B       |
| 9-01-25-240-000-218                                                          | POLICE Contract.Serv.                         |          |                                |            |             |         |
| WIRCOM WIRELESS COMMUNICATIONS &                                             |                                               | 19-01260 | #M58602 Mobile Data Contract   | 1,220.00   | 0.00        |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE                                             |                                               | 19-01379 | Contract # 52628 1/1/19 -3/31  | 448.87     | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page No: 5

| Budget Account<br>Vendor             | Description                         | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------------------|-------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 9-01-25-240-000-218                  | POLICE Contract.Serv.               |          | Continued                      |                 |             |         |
| OPTIMUM OPTIMUM                      |                                     | 19-01384 | # 07866-182313-01-5 Current    | 176.58          | 0.00        |         |
| TREMOC TREASURER, COUNTY OF MONMOUTH |                                     | 19-01396 | 2019 Municipal Assessment For  | 1,000.00        | 0.00        |         |
| VERZON VERIZON BUSINESS              |                                     | 19-01455 | Current Charges 4/16 - 5/15    | 1,776.60        | 0.00        |         |
|                                      |                                     |          |                                | <u>4,622.05</u> |             |         |
| 9-01-25-240-000-222                  | POLICE Training                     |          |                                |                 |             |         |
| MONCON MONMOUTH COUNTY               | POLICE ACADEMY                      | 19-00338 | Motor Vehicle Traffic Stop     | 25.00           | 0.00        |         |
| MONCON MONMOUTH COUNTY               | POLICE ACADEMY                      | 19-00651 | Police Vehicle Operations      | 25.00           | 0.00        |         |
|                                      |                                     |          |                                | <u>50.00</u>    |             |         |
| 9-01-25-240-000-223                  | POLICE Undercover                   |          |                                |                 |             |         |
| TERFEL TERRANCE FELLEZ               |                                     | 19-01406 | Undercover Narcotic Fund       | 350.00          | 0.00        |         |
| 9-01-25-240-000-237                  | POLICE Accreditation                |          |                                |                 |             |         |
| POWDMs POWERDMS INC.                 |                                     | 19-01232 | Maintenance Contract 6/2/19 -  | 2,415.00        | 0.00        |         |
| 9-01-25-240-000-275                  | POLICE Traffic Maintenance          |          |                                |                 |             |         |
| DRASAF DRAEGER, INC                  |                                     | 19-01218 | Recertification of Alcotest    | 299.00          | 0.00        |         |
|                                      | Extd Total: POLICE DEPARTMENT       |          |                                | 8,327.03        |             |         |
|                                      | Department Total: POLICE DEPARTMENT |          |                                | 8,327.03        |             |         |
| Department: FIRE DEPARTMENT          |                                     |          |                                |                 |             |         |
| Extd: FIRE DEPARTMENT                |                                     |          |                                |                 |             |         |
| 9-01-25-265-000-201                  | FIRE DEPT. General Plant            |          |                                |                 |             |         |
| APPINC APPLE INC.                    |                                     | 19-00026 | FIRE DEPT IPAD REPAIRS         | 249.00          | 0.00        |         |
| REVGUA REVENUE GUARD MEDICAL CLAIMS  |                                     | 19-01051 | Feb. 2019 Fees                 | 4,007.40        | 0.00        |         |
| ESIEQU ESI EQUIPMENT, INC.           |                                     | 19-01254 | Quote #: E19-283               | 941.00          | 0.00        |         |
| REVGUA REVENUE GUARD MEDICAL CLAIMS  |                                     | 19-01328 | March 2019 Fees                | 3,363.91        | 0.00        |         |
| ATLLC AT&T MOBILITY LLC              |                                     | 19-01466 | #287284936037 3/12 - 4/11/19   | 44.66           | 0.00        |         |
|                                      |                                     |          |                                | <u>8,605.97</u> |             |         |
| 9-01-25-265-000-203                  | FIRE DEPT. Motor Vehicle            |          |                                |                 |             |         |
| MONCTD MON.CTY. HWY. DEPARTMENT      |                                     | 19-01399 | Inv #APFD031909 MV Repairs     | 167.94          | 0.00        |         |
| 9-01-25-265-000-206                  | FIRE DEPT. Purchase of Equipment    |          |                                |                 |             |         |
| NJFIRE NJ FIRE EQUIPMENT COMPANY     |                                     | 19-00029 | Blanket PO not to exceed       | 358.10          | 0.00        | B       |
| 9-01-25-265-000-218                  | FIRE DEPT. Contract.Serv.           |          |                                |                 |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE     |                                     | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 97.00           | 0.00        |         |
| 9-01-25-265-000-222                  | FIRE DEPT. Training                 |          |                                |                 |             |         |
| NATFIE NATIONAL FIRE PROTECTION ASS. |                                     | 19-01274 | 1 Year Membership Renewal      | 1,575.00        | 0.00        |         |
| 9-01-25-265-000-229                  | FIRE DEPT. Medical Sup.             |          |                                |                 |             |         |
| SEAFIR SEABOARD FIRE & SAFETY EQUIP. |                                     | 19-00975 | Blanket PO not to exceed       | 425.00          | 0.00        | B       |
| AIRGAS AIR GAS TECHNOLOGIES, INC.    |                                     | 19-01340 | INV #: 9960614196              | 40.27           | 0.00        |         |
|                                      |                                     |          |                                | <u>465.27</u>   |             |         |
|                                      | Extd Total: FIRE DEPARTMENT         |          |                                | 11,269.28       |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page NO: 6

| Budget Account<br>Vendor | Description                            | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|--------------------------|----------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Extd:                    | FIRE HYDRANT                           |          |                                |           |             |         |
| 9-01-25-265-266-299      | FIRE HYDRANT Misc.                     |          |                                |           |             |         |
| NJAMER                   | N.J. AMERICAN WATER CO.                | 19-01467 | #1018-210026567043 2/26 - 3/25 | 33,028.00 | 0.00        |         |
|                          | Extd Total: FIRE HYDRANT               |          |                                | 33,028.00 |             |         |
|                          | Department Total: FIRE DEPARTMENT      |          |                                | 44,297.28 |             |         |
| Department:              | MUNICIPAL PROSECUTOR                   |          |                                |           |             |         |
| Extd:                    | MUNICIPAL PROSECUTOR                   |          |                                |           |             |         |
| 9-01-25-275-000-202      | PROSECUTOR Fees                        |          |                                |           |             |         |
| JAMBUT                   | JAMES N. BUTLER, JR.                   | 19-01468 | APRIL 2019 FEES                | 3,250.00  | 0.00        |         |
|                          | Extd Total: MUNICIPAL PROSECUTOR       |          |                                | 3,250.00  |             |         |
|                          | Department Total: MUNICIPAL PROSECUTOR |          |                                | 3,250.00  |             |         |
|                          | CAFR Total:                            |          |                                | 55,874.31 |             |         |
| Department:              | STREETS & ROADS MAINTENANCE            |          |                                |           |             |         |
| Extd:                    | STREETS & ROADS MAINTENANCE            |          |                                |           |             |         |
| 9-01-26-290-000-201      | STREETS & ROAD General Plant           |          |                                |           |             |         |
| MONARCH                  | MONARCH ELECTRIC COMPANY               | 19-00082 | Electrical Equipment/Tools     | 148.26    | 0.00        | B       |
| ATLLOK                   | ATLANTIC LOCK & SAFE                   | 19-00132 | Various Tools, Parts & Service | 537.54    | 0.00        | B       |
| JOHGUI                   | JOHN GUIRE CO.                         | 19-01283 | Blowers, Hedge Trimmers, etc   | 2,741.90  | 0.00        |         |
| MAXR                     | MAX.R                                  | 19-01329 | Replacement Dog Station Bags   | 945.00    | 0.00        |         |
| ATLTOM                   | ATLANTIC TOMORROWS OFFICE              | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 168.26    | 0.00        |         |
| TWPOCE                   | Twp. of Ocean Sewerage Author.         | 19-01375 | Jet-Vac Services               | 832.70    | 0.00        |         |
| STAVOLA                  | STAVOLA ASPHALT COMPANY, INC.          | 19-01441 | #136612 Hot Mixed Asphalt 4/1  | 161.25    | 0.00        |         |
| CLABLO                   | CLAYTON BLOCK CO., INC.                | 19-01443 | #133546984 Lumber Crayons, Y   | 114.57    | 0.00        |         |
|                          |                                        |          |                                | 5,649.48  |             |         |
| 9-01-26-290-000-202      | STREETS & ROAD Office Supplies         |          |                                |           |             |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.             | 19-00771 | Envelopes #10, Simple Seal     | 121.00    | 0.00        |         |
| 9-01-26-290-000-203      | STREETS & ROAD Motor Vehicle           |          |                                |           |             |         |
| THEHOS                   | THE HOSE SHOP, INC.                    | 19-00293 | Various Hoses, Tools, etc      | 80.85     | 0.00        | B       |
| EASAUT                   | EASTERN AUTOPARTS WAREHOUSE            | 19-00891 | Various Supplies, Parts, etc   | 454.95    | 0.00        | B       |
| MODGRO                   | MODERN GROUP, LTD.                     | 19-00922 | Pedal & Cablethrottle          | 585.00    | 0.00        |         |
| CHEVAL                   | CHERRY VALLEY TRACTOR SALES            | 19-00957 | Q# Q420913 Switch, CO          | 135.18    | 0.00        |         |
| LAWPRO                   | LAWSON PRODUCTS, INC.                  | 19-01123 | Various Automotive Supplies    | 581.47    | 0.00        |         |
| LAWPRO                   | LAWSON PRODUCTS, INC.                  | 19-01227 | Automotive Parts and Tools     | 313.90    | 0.00        |         |
| EDWTIR                   | EDWARDS TIRE CO., INC.                 | 19-01286 | Goodyear Tires, Svc Call, etc  | 2,249.90  | 0.00        |         |
| GPCNA091                 | GPC-NAPA AUTO PARTS                    | 19-01307 | Quote for Hub Cap, Item #1643  | 29.99     | 0.00        |         |
|                          |                                        |          |                                | 4,431.24  |             |         |
| 9-01-26-290-000-210      | STREETS & ROAD Network Fleet           |          |                                |           |             |         |
| NETWOR                   | NETWORKFLEET, INC.                     | 19-01372 | #1738618 Monthly Bundled - Apr | 3,518.00  | 0.00        |         |
| 9-01-26-290-000-218      | STREETS & ROAD Contract.Serv.          |          |                                |           |             |         |
| WATEAS                   | WATERLOGIC EAST LLC                    | 19-00080 | Service Agreement 32133        | 40.27     | 0.00        | B       |
| ARMTRE                   | ARMSTRONG TREE SERVICE LLC             | 19-01117 | Tree Removal & Stump Grinding  | 700.00    | 0.00        |         |
| PRESPE                   | PREVENTION SPECIALISTS, INC.           | 19-01371 | Drug & Breath Alcohol Tests    | 426.00    | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page No: 7

| Budget Account<br>Vendor                                | Description                                   | P.O. Id                       | P.O. Description                          | Amount             | Void Amount | PO Type |
|---------------------------------------------------------|-----------------------------------------------|-------------------------------|-------------------------------------------|--------------------|-------------|---------|
| 9-01-26-290-000-218<br>ATLLC AT&T MOBILITY LLC          | STREETS & ROAD Contract.Serv.                 | 19-01466                      | Continued<br>#287284936037 3/12 - 4/11/19 | 180.53<br>1,346.80 | 0.00        |         |
| 9-01-26-290-000-235<br>GASFAM GASKOS FAMILY FARM        | STREETS & ROAD Shade Tree Commission          | 19-00851                      | Various ESTC Purchases                    | 376.97             | 0.00        | B       |
| GASFAM GASKOS FAMILY FARM                               | 19-01435                                      | Vegetable Flats, Saucers, etc | 127.09                                    | 0.00               |             |         |
|                                                         |                                               |                               | 504.06                                    |                    |             |         |
|                                                         | Extd Total: STREETS & ROADS MAINTENANCE       |                               |                                           | 15,570.58          |             |         |
|                                                         | Department Total: STREETS & ROADS MAINTENANCE |                               |                                           | 15,570.58          |             |         |
| Department: SOLID WASTE COLLECTION                      |                                               |                               |                                           |                    |             |         |
| Extd: SOLID WASTE COLLECTION                            |                                               |                               |                                           |                    |             |         |
| 9-01-26-305-000-209<br>DELDEM DELISA DEMOLITION, INC.   | SOLID WASTE Fees                              | 19-00705                      | Construction Debris Removal               | 2,179.51           | 0.00        | B       |
|                                                         | Extd Total: SOLID WASTE COLLECTION            |                               |                                           | 2,179.51           |             |         |
|                                                         | Department Total: SOLID WASTE COLLECTION      |                               |                                           | 2,179.51           |             |         |
| Department: BUILDINGS & GROUNDS                         |                                               |                               |                                           |                    |             |         |
| Extd: BUILDINGS & GROUNDS                               |                                               |                               |                                           |                    |             |         |
| 9-01-26-310-000-201<br>STASUP STANDARD SUPPLY CO. INC.  | BUILDING & GND General Plant                  | 19-00583                      | Corner, Lattice, Mullion, etc             | 30.37              | 0.00        |         |
|                                                         | Extd Total: BUILDINGS & GROUNDS               |                               |                                           | 30.37              |             |         |
|                                                         | Department Total: BUILDINGS & GROUNDS         |                               |                                           | 30.37              |             |         |
|                                                         | CAFR Total:                                   |                               |                                           | 17,780.46          |             |         |
| Department: SOCIAL SERVICES:                            |                                               |                               |                                           |                    |             |         |
| Extd: SOCIAL SERVICES:                                  |                                               |                               |                                           |                    |             |         |
| 9-01-27-345-000-201<br>ATLTOM ATLANTIC TOMORROWS OFFICE | SOCIAL SERVICES General Plant                 | 19-01333                      | INVOICE #CNIN886469 1/1 - 3/31            | 152.04             | 0.00        |         |
|                                                         | Extd Total: SOCIAL SERVICES:                  |                               |                                           | 152.04             |             |         |
|                                                         | Department Total: SOCIAL SERVICES:            |                               |                                           | 152.04             |             |         |
| Department: SENIOR CENTER                               |                                               |                               |                                           |                    |             |         |
| Extd: SENIOR CENTER                                     |                                               |                               |                                           |                    |             |         |
| 9-01-27-350-000-201<br>WBMASON W.B.MASON CO., INC.      | SENIOR CENTER General Plant                   | 19-01299                      | Poland Spring Water 5g1                   | 69.95              | 0.00        |         |
| 9-01-27-350-000-299<br>WBMASON W.B.MASON CO., INC.      | SENIOR CENTER Misc.                           | 19-01018                      | Dixie Plates and Knives                   | 36.16              | 0.00        |         |
| WBMASON W.B.MASON CO., INC.                             | 19-01242                                      | Toners HP Toner Cartridge     | 609.22                                    | 0.00               |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page No: 6

| Budget Account<br>Vendor                  | Description                                     | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-------------------------------------------|-------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 9-01-27-350-000-299                       | SENIOR CENTER Misc.                             |          | Continued                      |           |             |         |
| STAPLE                                    | STAPLES BUSINESS ADVANTAGE                      | 19-01244 | Toner Cannon Cartridge         | 322.88    | 0.00        |         |
|                                           |                                                 |          |                                | 968.26    |             |         |
|                                           | Extd Total: SENIOR CENTER                       |          |                                | 1,038.21  |             |         |
|                                           | Department Total: SENIOR CENTER                 |          |                                | 1,038.21  |             |         |
|                                           | CAFR Total:                                     |          |                                | 1,190.25  |             |         |
| Department: RECREATION SERVICES & PROGRAM |                                                 |          |                                |           |             |         |
| Extd: RECREATION SERVICES & PROGRAM       |                                                 |          |                                |           |             |         |
| 9-01-28-370-000-299                       | RECREATION Misc.                                |          |                                |           |             |         |
| ALPPRE                                    | ALPHABETS PRESCHOOL CENTER INC                  | 19-01059 | reimbursement-Kendle's party   | 61.96     | 0.00        |         |
| ORITRA                                    | ORIENTAL TRADING CO., INC.                      | 19-01200 | items for may rec com bbq      | 372.49    | 0.00        |         |
| PERTRO                                    | PERRY'S TROPHY COMPANY, INC.                    | 19-01250 | plaque for Rotary Club         | 130.00    | 0.00        |         |
| CRAPRI                                    | CRAFTMASTER PRINTING, INC.                      | 19-01323 | summer camp flyers             | 540.00    | 0.00        |         |
| SYRAC005                                  | SYRACUSE SIGNS INC.                             | 19-01385 | banner for rec com event       | 250.00    | 0.00        |         |
| ATLLC                                     | AT&T MOBILITY LLC                               | 19-01465 | #287286595693 3/12 - 4/11/19   | 54.56     | 0.00        |         |
|                                           |                                                 |          |                                | 1,409.01  |             |         |
|                                           | Extd Total: RECREATION SERVICES & PROGRAM       |          |                                | 1,409.01  |             |         |
|                                           | Department Total: RECREATION SERVICES & PROGRAM |          |                                | 1,409.01  |             |         |
|                                           | CAFR Total:                                     |          |                                | 1,409.01  |             |         |
| Department: LIGHTING                      |                                                 |          |                                |           |             |         |
| Extd: LIGHT, HEAT & POWER                 |                                                 |          |                                |           |             |         |
| 9-01-31-435-435-299                       | LIGHT, HEAT & POWER Misc.                       |          |                                |           |             |         |
| JCPL                                      | JCPL                                            | 19-01464 | #100 067 211 225 3/26 - 4/23   | 7,701.24  | 0.00        |         |
| NJNATU                                    | N.J. NATURAL GAS CO.                            | 19-01472 | #07-3132-1100-1Y 3/15 - 4/15   | 6,241.23  | 0.00        |         |
|                                           |                                                 |          |                                | 13,942.47 |             |         |
|                                           | Extd Total: LIGHT, HEAT & POWER                 |          |                                | 13,942.47 |             |         |
| Extd: STREET&TRAFFIC LIGHTING             |                                                 |          |                                |           |             |         |
| 9-01-31-435-436-299                       | STREET&TRAFFIC LIGHTING Misc.                   |          |                                |           |             |         |
| JCPL                                      | JCPL                                            | 19-01464 | #100 067 211 225 3/26 - 4/23   | 20,198.12 | 0.00        |         |
|                                           | Extd Total: STREET&TRAFFIC LIGHTING             |          |                                | 20,198.12 |             |         |
|                                           | Department Total: LIGHTING                      |          |                                | 34,140.59 |             |         |
|                                           | CAFR Total:                                     |          |                                | 34,140.59 |             |         |
| Department: MUNICIPAL COURT               |                                                 |          |                                |           |             |         |
| Extd: MUNICIPAL COURT                     |                                                 |          |                                |           |             |         |
| 9-01-43-490-000-201                       | MUNIC COURT General Plant                       |          |                                |           |             |         |
| ATLTOM                                    | ATLANTIC TOMORROWS OFFICE                       | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31 | 36.71     | 0.00        |         |
| 9-01-43-490-000-202                       | MUNIC COURT Office Supplies                     |          |                                |           |             |         |
| WBMASON                                   | W.B.MASON CO., INC.                             | 19-01352 | OFFICE SUPPLIES                | 131.58    | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page No: 9

| Budget Account<br>Vendor                       | Description                                | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|------------------------------------------------|--------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 9-01-43-490-000-219                            | MUNIC COURT Judges Fees                    |          |                                |                 |             |         |
| SCOBAS SCOTT J. BASEN                          |                                            | 19-01266 | acting judge 4/5/19            | 750.00          | 0.00        |         |
| 9-01-43-490-000-245                            | MUNIC COURT Interpreter                    |          |                                |                 |             |         |
| BEACRA BEATRIZ C. CRANEY                       |                                            | 19-01264 | interpreter 3/29/19            | 307.50          | 0.00        |         |
| BEACRA BEATRIZ C. CRANEY                       |                                            | 19-01311 | interpreter 4/5/19             | 135.00          | 0.00        |         |
|                                                |                                            |          |                                | <u>442.50</u>   |             |         |
|                                                | Extd Total: MUNICIPAL COURT                |          |                                | 1,360.79        |             |         |
|                                                | Department Total: MUNICIPAL COURT          |          |                                | 1,360.79        |             |         |
| Department: PUBLIC DEFENDER                    |                                            |          |                                |                 |             |         |
| Extd: PUBLIC DEFENDER                          |                                            |          |                                |                 |             |         |
| 9-01-43-495-000-021                            | Fees                                       |          |                                |                 |             |         |
| RONTRO RONALD J. TROPOLI                       |                                            | 19-01461 | APRIL 2019 SERVICES RENDERED   | 2,000.00        | 0.00        |         |
|                                                | Extd Total: PUBLIC DEFENDER                |          |                                | 2,000.00        |             |         |
|                                                | Department Total: PUBLIC DEFENDER          |          |                                | 2,000.00        |             |         |
|                                                | CAFR Total:                                |          |                                | 3,360.79        |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS:           |                                            |          |                                |                 |             |         |
| Department: TAXES PAYABLE:                     |                                            |          |                                |                 |             |         |
| Extd: TAXES PAYABLE:                           |                                            |          |                                |                 |             |         |
| 9-01-55-001-000-001                            | School Taxes Payable                       |          |                                |                 |             |         |
| ASBBOA ASBURY PARK BOARD OF EDUCATION          |                                            | 19-01458 | School Tax May 2019            | 616,620.00      | 0.00        |         |
|                                                | Extd Total: TAXES PAYABLE:                 |          |                                | 616,620.00      |             |         |
|                                                | Department Total: TAXES PAYABLE:           |          |                                | 616,620.00      |             |         |
|                                                | CAFR Total: CURRENT FUND NON BUDGET ACCTS: |          |                                | 616,620.00      |             |         |
|                                                | Fund Total: CURRENT                        |          |                                | 1,233,623.58    |             |         |
| Fund: BEACH                                    |                                            |          |                                |                 |             |         |
| Department: BEACH UTILITY O/E: OTHER EXPENSES: |                                            |          |                                |                 |             |         |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES:       |                                            |          |                                |                 |             |         |
| 9-05-55-502-000-201                            | BEACH UTILITY O/E: General Plant           |          |                                |                 |             |         |
| THEHAR THE HARDWARE STORE                      |                                            | 19-00611 | Various Supplies, Tools, etc   | 191.92          | 0.00        | B       |
| JAEUM JAEGER LUMBER & SUPPLY CO. INC           |                                            | 19-01003 | T-Hinge & XHD Barrel BOL       | 319.70          | 0.00        |         |
| STUMPY STUMPY'S SALES & SERVICE, INC.          |                                            | 19-01140 | Parts, Material and Service    | 91.69           | 0.00        | B       |
| CENTJER CENTRAL JERSEY EQUIPMENT, LLC          |                                            | 19-01288 | Air & Oil Filters, Seal, etc   | 722.55          | 0.00        |         |
| MAUIR005 MAUI RIPPERS, INC.                    |                                            | 19-01306 | Men's 4 Way Stretch 19" Red    | 1,020.00        | 0.00        |         |
| OPTIMUM OPTIMUM                                |                                            | 19-01415 | Account No. 07866-197754-01-4  | 157.45          | 0.00        |         |
| CITY CITY OF ASBURY PARK                       |                                            | 19-01436 | Parking Pass for Beach Cashier | 180.00          | 0.00        |         |
| UPTFAS UP-TITE FASTNERS INC.                   |                                            | 19-01448 | #52524 Deckfast Torx, 5lbs     | 54.00           | 0.00        |         |
|                                                |                                            |          |                                | <u>2,737.31</u> |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.I.1.a  
Page NO: 10

| Budget Account<br>Vendor         | Description                                            | P.O. Id  | P.O. Description                | Amount    | Void Amount | PO Type |
|----------------------------------|--------------------------------------------------------|----------|---------------------------------|-----------|-------------|---------|
| 9-05-55-502-000-211<br>JCPL JCPL | BEACH UTILITY O/E: Light & Power                       | 19-01464 | #100 067 211 225 3/26 - 4/23    | 223.00    | 0.00        |         |
|                                  | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:         |          |                                 | 2,960.31  |             |         |
|                                  | Department Total: BEACH UTILITY O/E: OTHER EXPENSES:   |          |                                 | 2,960.31  |             |         |
|                                  | CAFR Total:                                            |          |                                 | 2,960.31  |             |         |
|                                  | Fund Total: BEACH                                      |          |                                 | 2,960.31  |             |         |
| Fund:                            | PARKING UTILITY: BUDGET:                               |          |                                 |           |             |         |
| Department:                      | PARKING UTILITY O/E: OTHER EXPENSES:                   |          |                                 |           |             |         |
| Extd:                            | PARKING UTILITY O/E: OTHER EXPENSES:                   |          |                                 |           |             |         |
| 9-06-55-502-000-201              | PARKING UTILITY O/E: General Plant                     |          |                                 |           |             |         |
| GLSUP                            | GLENCO SUPPLY INC.                                     | 19-00888 | Sign Posts for Reserve Parking  | 430.00    | 0.00        |         |
| IPSGRO                           | IPS GROUP, INC.                                        | 19-01246 | #41115 Monthly DMS March 2019   | 6,642.00  | 0.00        |         |
| TRALIN                           | TRAFFIC LINES, INC.                                    | 19-01273 | #19153 Striping March 2019      | 4,474.80  | 0.00        |         |
| IPSGRO                           | IPS GROUP, INC.                                        | 19-01276 | Ext. Warranty - Parking Meters  | 30,000.00 | 0.00        |         |
| ATLTOM                           | ATLANTIC TOMORROWS OFFICE                              | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31  | 152.04    | 0.00        |         |
| ATLTOM                           | ATLANTIC TOMORROWS OFFICE                              | 19-01342 | #CNIN886471 Q1 Printing Color   | 96.67     | 0.00        |         |
| WATSPR                           | WATCHUNG SPRING WATER CO., INC.                        | 19-01429 | #113125 Parking Office Apr 19   | 67.72     | 0.00        |         |
|                                  |                                                        |          |                                 | 41,863.23 |             |         |
|                                  | Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:       |          |                                 | 41,863.23 |             |         |
|                                  | Department Total: PARKING UTILITY O/E: OTHER EXPENSES: |          |                                 | 41,863.23 |             |         |
|                                  | CAFR Total:                                            |          |                                 | 41,863.23 |             |         |
|                                  | Fund Total: PARKING UTILITY: BUDGET:                   |          |                                 | 41,863.23 |             |         |
| Fund:                            | SEWER UTILITY: BUDGET:                                 |          |                                 |           |             |         |
| Department:                      | SEWER UTILITY O/E: OTHER EXPENSES:                     |          |                                 |           |             |         |
| Extd:                            | SEWER UTILITY O/E: OTHER EXPENSES:                     |          |                                 |           |             |         |
| 9-07-55-502-000-201              | SEWER UTILITY O/E: General Plant                       |          |                                 |           |             |         |
| CENJER                           | CENTRAL JERSEY SUPPLY COMPANY                          | 19-00989 | 4 Ply Sand Blast & yellow Hose  | 1,323.00  | 0.00        |         |
| JEMIND                           | JEM INDUSTRIAL SERVICES, INC.                          | 19-01063 | Mo-Lithium Grease, 35lb pail    | 2,179.50  | 0.00        |         |
| GRAING                           | GRAINGER, INC.                                         | 19-01191 | Push Nut, Bolt Retention, Steel | 97.68     | 0.00        |         |
|                                  |                                                        |          |                                 | 3,600.18  |             |         |
| 9-07-55-502-000-211              | SEWER UTILITY O/E: Light & Power                       |          |                                 |           |             |         |
| NJNATU                           | N.J. NATURAL GAS CO.                                   | 19-01472 | #07-3132-1100-1Y 3/15 - 4/15    | 5,013.22  | 0.00        |         |
| 9-07-55-502-000-218              | SEWER UTILITY O/E: Contract Services                   |          |                                 |           |             |         |
| ATLTOM                           | ATLANTIC TOMORROWS OFFICE                              | 19-01333 | INVOICE #CNIN886469 1/1 - 3/31  | 4.96      | 0.00        |         |
| WATSPR                           | WATCHUNG SPRING WATER CO., INC.                        | 19-01440 | Spring Water, Delivery, etc     | 63.10     | 0.00        |         |
|                                  |                                                        |          |                                 | 68.06     |             |         |
| 9-07-55-502-000-220              | SEWER UTILITY O/E: Accounting                          |          |                                 |           |             |         |
| AMEWAT                           | AMERICAN WATER                                         | 19-01410 | Usage data 4000166233 4/23/19   | 389.42    | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page No: 11

| Budget Account<br>Vendor                                   | Description                                          | P.O. Id  | P.O. Description              | Amount       | Void Amount | PO Type |
|------------------------------------------------------------|------------------------------------------------------|----------|-------------------------------|--------------|-------------|---------|
| 9-07-55-502-000-224<br>PASVAL PASSAIC VALLEY SEWERAGE COM. | SEWER UTILITY O/E: Sludge Removal                    | 19-01324 | Liquid Waste/Sludge Disposal  | 14,535.00    | 0.00        |         |
|                                                            | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:       |          |                               | 23,605.88    |             |         |
|                                                            | Department Total: SEWER UTILITY O/E: OTHER EXPENSES: |          |                               | 23,605.88    |             |         |
|                                                            | CAFR Total:                                          |          |                               | 23,605.88    |             |         |
|                                                            | Fund Total: SEWER UTILITY: BUDGET:                   |          |                               | 23,605.88    |             |         |
|                                                            | Year Total:                                          |          |                               | 1,302,053.00 |             |         |
| Fund:                                                      | GENERAL CAPITAL FUND BUDGET:                         |          |                               |              |             |         |
| Extd:                                                      | Various Road Improv. 2017-30                         |          |                               |              |             |         |
| C-04-55-998-170-002<br>LUCBRO LUCUS BROTHERS, INC.         | Various Road Improv. (Heck St.) 2017-30              | 18-02666 | Ord. 2017-30 Heck St.         | 12,564.57    | 0.00        | B       |
|                                                            | Extd Total: Various Road Improv. 2017-30             |          |                               | 12,564.57    |             |         |
| Extd:                                                      | Ord. 2018-4 Var. Capital Improvements                |          |                               |              |             |         |
| C-04-55-998-172-016<br>LUCBRO LUCUS BROTHERS, INC.         | Road Repaving                                        | 18-02667 | Ord. 2017-36 Bridge St.       | 236,964.88   | 0.00        | B       |
|                                                            | Extd Total: Ord. 2018-4 Var. Capital Improvements    |          |                               | 236,964.88   |             |         |
|                                                            | Department Total:                                    |          |                               | 249,529.45   |             |         |
|                                                            | CAFR Total:                                          |          |                               | 249,529.45   |             |         |
|                                                            | Fund Total: GENERAL CAPITAL FUND BUDGET:             |          |                               | 249,529.45   |             |         |
|                                                            | Year Total:                                          |          |                               | 249,529.45   |             |         |
| Fund:                                                      | GRANT FUND BUDGET:                                   |          |                               |              |             |         |
| G-02-43-871-017-200<br>HOMDRU HOME DRUG PHARMACY           | 2017 Mental Health Grant                             | 17-04094 | Medication Assistance Blanket | 53.01        | 0.00        | B       |
|                                                            | Extd Total:                                          |          |                               | 53.01        |             |         |
|                                                            | Department Total:                                    |          |                               | 53.01        |             |         |
| G-02-43-886-018-200<br>HOMDRU HOME DRUG PHARMACY           | 2018 Mental Health Grant                             | 18-03517 | Medication Assistance clients | 51.07        | 0.00        | B       |
|                                                            | Extd Total:                                          |          |                               | 51.07        |             |         |
|                                                            | Department Total:                                    |          |                               | 51.07        |             |         |
|                                                            | CAFR Total:                                          |          |                               | 104.08       |             |         |
|                                                            | Fund Total: GRANT FUND BUDGET:                       |          |                               | 104.08       |             |         |
|                                                            | Year Total:                                          |          |                               | 104.08       |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page NO: 12

| Budget Account<br>Vendor | Description                                         | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|--------------------------|-----------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Fund:                    | COMMUNITY DEVELOPMENT BLK GRANT BUDGET:             |          |                                |           |             |         |
| Extd:                    | 2018 CDBG Allotment                                 |          |                                |           |             |         |
| T-17-75-850-850-001      | Administration                                      |          |                                |           |             |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.                          | 19-01174 | poster board ground breaking   | 144.00    | 0.00        |         |
|                          | Extd Total: 2018 CDBG Allotment                     |          |                                | 144.00    |             |         |
|                          | Department Total:                                   |          |                                | 144.00    |             |         |
|                          | CAFR Total:                                         |          |                                | 144.00    |             |         |
|                          | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                                | 144.00    |             |         |
| Fund:                    | TRUST OTHER                                         |          |                                |           |             |         |
| T-20-56-850-851-801      | Reserve for Public Defender                         |          |                                |           |             |         |
| RICKEI                   | RICHARD M. KEIL                                     | 19-01387 | conflict public def 3/29,4/12  | 500.00    | 0.00        |         |
|                          | Extd Total:                                         |          |                                | 500.00    |             |         |
| T-20-56-850-864-801      | Reserve for Bid Deposit on City Property            |          |                                |           |             |         |
| CITASP                   | CITY OF ASBURY PARK                                 | 19-01408 | Trust Bid Deposits             | 23,629.00 | 0.00        |         |
|                          | Extd Total:                                         |          |                                | 23,629.00 |             |         |
| T-20-56-850-909-801      | Reserve for Tax Sale Premiums                       |          |                                |           |             |         |
| CAZCREE                  | CAZENOVIA CREEK FUNDING II,LLC                      | 19-00624 | PREMIUM FOR CAZENOVIA          | 16,100.00 | 0.00        |         |
| CAZCREE                  | CAZENOVIA CREEK FUNDING II,LLC                      | 19-00775 | PREM FOR CAZENOVIA             | 16,600.00 | 0.00        |         |
| ACTHOL                   | ACTLIEN HOLDING INC.                                | 19-00875 | PREMIUM TSC-18-00009 401/22    | 2,000.00  | 0.00        |         |
| USBACT                   | US BANK CUST ACT LIEN HOLDING                       | 19-00965 | Premium 18-00005 207-2         | 1,000.00  | 0.00        |         |
| EBUEBU                   | EBURY c/o EBURY ST.CAPITAL,LLC                      | 19-01110 | tsc-15-00159 B-1603 1-24       | 1,700.00  | 0.00        |         |
| USBACT                   | US BANK CUST ACT LIEN HOLDING                       | 19-01256 | TSC-18-00215 B-4301-1ACTLIEN   | 300.00    | 0.00        |         |
| TRYSTN                   | TRYSTONE CAPITAL ASSETS, LLC                        | 19-01257 | 16-00231 B-3403 L-2.01 Q-C0101 | 500.00    | 0.00        |         |
| USBPC7                   | US BANK-CUST PC7 FIRSTTRUSTBANK                     | 19-01258 | TSC-18-00054 B-1005 L-6        | 1,500.00  | 0.00        |         |
| AUCZIN                   | AUCTION Z, INC.                                     | 19-01263 | AUCTON Z PREMIUMS FOR 9 B/L    | 6,200.00  | 0.00        |         |
| USBPC7                   | US BANK-CUST PC7 FIRSTTRUSTBANK                     | 19-01278 | PC7 B-1307 L-8, B-3704 L-2.57  | 1,700.00  | 0.00        |         |
|                          |                                                     |          |                                | 47,600.00 |             |         |
|                          | Extd Total:                                         |          |                                | 47,600.00 |             |         |
|                          | Department Total:                                   |          |                                | 71,729.00 |             |         |
|                          | CAFR Total:                                         |          |                                | 71,729.00 |             |         |
|                          | Fund Total: TRUST OTHER                             |          |                                | 71,729.00 |             |         |
| Fund:                    | PLANNING & ZONING ESCROW FUND BUDGET:               |          |                                |           |             |         |
| CAFR:                    | PLANNING & ZONING ESCROW FUND BUDGET:               |          |                                |           |             |         |
| T-21-00-412-000-299      | 527 BANGS AVENUE(LINUS HOLDINGS CORP)               |          |                                |           |             |         |
| JACSER                   | JACK A. SERPICO                                     | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 75.00     | 0.00        |         |
|                          | Extd Total:                                         |          |                                | 75.00     |             |         |
|                          | Department Total:                                   |          |                                | 75.00     |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

| Budget Account<br>Vendor                      | Description                                          | P.O. Id  | P.O. Description               | Amount        | Void Amount | PO Type |
|-----------------------------------------------|------------------------------------------------------|----------|--------------------------------|---------------|-------------|---------|
| T-21-00-438-000-299<br>CLACAN CLARKE CATON    | 534 PROSPECT AVENUE(JONATHAN BLATT)<br>HINTZ PC      | 19-01303 | CCH Invoices 11-12/2018        | 474.43        | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 474.43        |             |         |
|                                               | Department Total:                                    |          |                                | 474.43        |             |         |
| T-21-00-442-000-299<br>JACSER JACK A. SERPICO | 1400 MATTISON AVENUE(CLEARVIEW EQUITIES)<br>Serpico  | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 75.00         | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 75.00         |             |         |
|                                               | Department Total:                                    |          |                                | 75.00         |             |         |
| T-21-00-444-000-299<br>JACSER JACK A. SERPICO | 550 COOKMAN AVE(ABG LIQUOR HOLDINGS,LLC)<br>Serpico  | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 75.00         | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 75.00         |             |         |
|                                               | Department Total:                                    |          |                                | 75.00         |             |         |
| T-21-00-446-000-299<br>CLACAN CLARKE CATON    | 1219 1ST AVENUE(KAREN PROPP)<br>HINTZ PC             | 19-01239 | CCH PB/ZB Invoices 09/18&12/18 | 377.90        | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 377.90        |             |         |
|                                               | Department Total:                                    |          |                                | 377.90        |             |         |
| T-21-00-452-000-299<br>JACSER JACK A. SERPICO | 1000 GRAND AVE(VALLARIO PROPERTIES, LLC)<br>Serpico  | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 75.00         | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 75.00         |             |         |
|                                               | Department Total:                                    |          |                                | 75.00         |             |         |
| T-21-00-454-000-299<br>JACSER JACK A. SERPICO | 1503 PARK AVENUE (PADRAIC GALLAGHER)<br>Serpico      | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 37.50         | 0.00        |         |
| CLACAN CLARKE CATON                           | HINTZ PC                                             | 19-01239 | CCH PB/ZB Invoices 09/18&12/18 | 217.71        | 0.00        |         |
|                                               |                                                      |          |                                | <u>255.21</u> |             |         |
|                                               | Extd Total:                                          |          |                                | 255.21        |             |         |
|                                               | Department Total:                                    |          |                                | 255.21        |             |         |
| T-21-00-455-000-299<br>JACSER JACK A. SERPICO | 300-302 1ST AVENUE(ADVANCED DEVELOPMENT)<br>Serpico  | 19-01224 | Serpico PB/ZB Invoices Mar2019 | 112.50        | 0.00        |         |
| CLACAN CLARKE CATON                           | HINTZ PC                                             | 19-01239 | CCH PB/ZB Invoices 09/18&12/18 | 244.77        | 0.00        |         |
|                                               |                                                      |          |                                | <u>357.27</u> |             |         |
|                                               | Extd Total:                                          |          |                                | 357.27        |             |         |
|                                               | Department Total:                                    |          |                                | 357.27        |             |         |
| T-21-00-463-000-299<br>CLACAN CLARKE CATON    | 1706-1708 4TH AVE(LUTZ ENTERPRISES, LLC)<br>HINTZ PC | 19-01303 | CCH Invoices 11-12/2018        | 781.77        | 0.00        |         |
|                                               | Extd Total:                                          |          |                                | 781.77        |             |         |
|                                               | Department Total:                                    |          |                                | 781.77        |             |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

3.1.1.a  
Page NO. 14

| Budget Account<br>Vendor                                     | Description                              | P.O. Id  | P.O. Description                        | Amount   | Void Amount | PO Type |
|--------------------------------------------------------------|------------------------------------------|----------|-----------------------------------------|----------|-------------|---------|
| T-21-00-465-000-299<br>JACSER JACK A. SERPICO                | 1112-1114 MAIN STREET(RBAR AP, LLC)      | 19-01224 | Serpico PB/ZB Invoices Mar2019          | 187.50   | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 187.50   |             |         |
|                                                              | Department Total:                        |          |                                         | 187.50   |             |         |
| T-21-00-466-000-299<br>CLACAN CLARKE CATON HINTZ PC          | 215 1ST AVE(REGIONAL DEVELOPMENT GROUP)  | 19-01239 | CCH PB/ZB Invoices 09/18&12/18          | 22.00    | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 22.00    |             |         |
|                                                              | Department Total:                        |          |                                         | 22.00    |             |         |
| T-21-00-467-000-299<br>JACSER JACK A. SERPICO                | 910 COOKMAN AVENUE(900 COOKMAN, LLC)     | 19-01224 | Serpico PB/ZB Invoices Mar2019          | 187.50   | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 187.50   |             |         |
|                                                              | Department Total:                        |          |                                         | 187.50   |             |         |
| T-21-00-468-000-299<br>JACSER JACK A. SERPICO                | 722-724 COOKMAN(C&C COOKMAN DEVELOPMENT) | 19-01224 | Serpico PB/ZB Invoices Mar2019          | 75.00    | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 75.00    |             |         |
|                                                              | Department Total:                        |          |                                         | 75.00    |             |         |
| Department: SOCIAL SECURIT                                   |                                          |          |                                         |          |             |         |
| T-21-00-472-000-299<br>JACSER JACK A. SERPICO                | 147 BORDEN(INTERFIATH NEIGHBORS)         | 19-01224 | Serpico PB/ZB Invoices Mar2019          | 150.00   | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 150.00   |             |         |
|                                                              | Department Total:                        |          | SOCIAL SECURIT                          | 150.00   |             |         |
|                                                              | CAFR Total:                              |          | PLANNING & ZONING ESCROW FUND BUDGET:   | 3,168.58 |             |         |
|                                                              | Fund Total:                              |          | PLANNING & ZONING ESCROW FUND BUDGET:   | 3,168.58 |             |         |
| Fund:                                                        | MADISON-ASBURY RETAIL, LLC FUND BUDGET:  |          |                                         |          |             |         |
| CAFR:                                                        | MADISON-ASBURY RETAIL, LLC FUND BUDGET:  |          |                                         |          |             |         |
| T-39-00-850-000-299<br>MCMSCO MCMANIMON,SCOTLAND&BAUMANN,LLC | MADISON-ASBURY RETAIL - Miscellaneous    | 19-01249 | SERVICES RENDERED THRU 02/28            | 137.50   | 0.00        |         |
|                                                              | Extd Total:                              |          |                                         | 137.50   |             |         |
|                                                              | Department Total:                        |          |                                         | 137.50   |             |         |
|                                                              | CAFR Total:                              |          | MADISON-ASBURY RETAIL, LLC FUND BUDGET: | 137.50   |             |         |
|                                                              | Fund Total:                              |          | MADISON-ASBURY RETAIL, LLC FUND BUDGET: | 137.50   |             |         |
| Fund:                                                        | CITY OF ASBURY PARK REDEVELOPMENT ESCROW |          |                                         |          |             |         |
| T-48-56-850-000-813<br>MCMSCO MCMANIMON,SCOTLAND&BAUMANN,LLC | TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR) | 19-01249 | SERVICES RENDERED THRU 02/28            | 1,182.50 | 0.00        |         |
| T-48-56-850-000-816<br>CLACAN CLARKE CATON HINTZ PC          | 545 LAKE AVE(545 LAKE URBAN RENEWAL,LLC) | 19-01421 | CCH Invoice #74808                      | 422.11   | 0.00        |         |

Attachment: Bill List 5-8-19 (2019-170 : Payment of Bills)

May 2, 2019  
01:08 PM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

| Budget Account<br>Vendor                                                    | Description                                          | P.O. Id  | P.O. Description             | Amount    | Void Amount | PO Type |
|-----------------------------------------------------------------------------|------------------------------------------------------|----------|------------------------------|-----------|-------------|---------|
| T-48-56-850-000-818                                                         | 215 1ST AVE(REGIONAL DEVELOPMENT GROUP)              |          |                              |           |             |         |
| MCMSO                                                                       | MCMANIMON, SCOTLAND&BAUMANN, LLC                     | 19-01249 | SERVICES RENDERED THRU 02/28 | 1,885.00  | 0.00        |         |
|                                                                             | Extd Total:                                          |          |                              | 3,489.61  |             |         |
|                                                                             | Department Total:                                    |          |                              | 3,489.61  |             |         |
|                                                                             | CAFR Total:                                          |          |                              | 3,489.61  |             |         |
|                                                                             | Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW |          |                              | 3,489.61  |             |         |
|                                                                             | Year Total:                                          |          |                              | 78,668.69 |             |         |
| Total Charged Lines: 326 Total List Amount: 1,635,073.72 Total Void Amount: |                                                      |          |                              | 0.00      |             |         |

| Totals by Year-Fund<br>Fund Description    | Fund | Budget Total | Revenue Total | G/L Total | Total        |
|--------------------------------------------|------|--------------|---------------|-----------|--------------|
| CURRENT                                    | 8-01 | 4,718.50     | 0.00          | 0.00      | 4,718.50     |
| CURRENT                                    | 9-01 | 1,233,623.58 | 0.00          | 0.00      | 1,233,623.58 |
| BEACH                                      | 9-05 | 2,960.31     | 0.00          | 0.00      | 2,960.31     |
| PARKING UTILITY: BUDGET:                   | 9-06 | 41,863.23    | 0.00          | 0.00      | 41,863.23    |
| SEWER UTILITY: BUDGET:                     | 9-07 | 23,605.88    | 0.00          | 0.00      | 23,605.88    |
| Year Total:                                |      | 1,302,053.00 | 0.00          | 0.00      | 1,302,053.00 |
| GENERAL CAPITAL FUND BUDGET:               | C-04 | 249,529.45   | 0.00          | 0.00      | 249,529.45   |
| GRANT FUND BUDGET:                         | G-02 | 104.08       | 0.00          | 0.00      | 104.08       |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE T-17 |      | 144.00       | 0.00          | 0.00      | 144.00       |
| TRUST OTHER                                | T-20 | 71,729.00    | 0.00          | 0.00      | 71,729.00    |
| PLANNING & ZONING ESCROW FUND BUDGET: T-21 |      | 3,168.58     | 0.00          | 0.00      | 3,168.58     |
| MADISON-ASBURY RETAIL, LLC FUND BUDGE T-39 |      | 137.50       | 0.00          | 0.00      | 137.50       |
| CITY OF ASBURY PARK REDEVELOPMENT ESC T-48 |      | 3,489.61     | 0.00          | 0.00      | 3,489.61     |
| Year Total:                                |      | 78,668.69    | 0.00          | 0.00      | 78,668.69    |
| Total of All Funds:                        |      | 1,635,073.72 | 0.00          | 0.00      | 1,635,073.72 |

**May 8, 2019 Council Meeting:**

Balance Brought Forward from Total List Amount                      \$ 1,635,073.72

Police & Firemans Retirement System                                      3,879,334.00

Public Employees Retirement System                                      791,419.00

Constant Contacts                                                                      1,058.40

NJ DMV                                                                                      120.00

\$ 6,307,005.12



## RESOLUTION NO. 2019-171

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION APPROVING CHANGE ORDER #3 FOR BRIDGE AND HECK STREET IMPROVEMENTS**

**WHEREAS**, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on July 11, 2018 for Bridge and Heck St. Improvements; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of one million nine hundred seventy two thousand and four hundred and thirty six dollars (\$1,972,436.00); and

**WHEREAS**, the City had approved via Resolution 2019-84 Change Order #1 in the amount of \$23,269.31; and

**WHEREAS**, the Change Order resulted in a net increase of 1.18% of the contract with a new contract amount of \$1,995,705.31; and

**WHEREAS**, this Change Order #2 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

**WHEREAS**, this Change Order #3 is for \$0.00 and had no change to the contract amount of \$1,995,705.31; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in C-04-55-998-170-002 and C-04-55-998-172-016 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

**WHEREAS**, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order #3 shall not exceed zero dollars and zero cents (\$0.00).

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute Change Order Number 3 on behalf of the Governing Body.

**BE IT FURTHER RESOLVED** that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

**BE IT FURTHER RESOLVED** that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided the CFO, Lucas Brothers, Inc., City Engineer and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-171 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



YOUR GOALS. OUR MISSION.

**ASPK-00763**

April 29, 2019  
Via Hand delivery

Mr. Michael Capabianco, City Manager  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, New Jersey 07712

**Re: City of Asbury Park  
Bridge Street Improvements and Heck Street Improvements  
Lucas Brothers, Inc.  
Change Order Number 3**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 3 for processing at the next City Council meeting. This Change Order is due to various item adjustments to reflect as built quantities.

The adjusted contract price for this project is \$1,995,705.31. The net change in contract for **Change Order Number 3 is \$0.00**

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD  
PRINCIPAL STAFF DESIGNER  
On Behalf of:  
CHRISTINE A. BALLARD, P.E.  
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)  
JoAnn Boos, CFO (via email)  
James Foster, Treasurer (via email)

G:\Projects\ASPK\00763\Correspondence\Capabianco\_CAB-JDH\_Change Order No 3.docx

Attachment: ASPK-00763\_Lucas Change Order #03 (2019-171 : Change Order #3 for Bridge and Heck St Improvements)

T&M ASSOCIATES  
CONSULTING & MUNICIPAL ENGINEERS  
ELEVEN TINDALL ROAD  
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2  
PROJECT NO.     **ASPK-00763**

CHANGE ORDER NO. 3

DATE:

April 26, 2019

PROJECT:

Bridge Street Improvements and Heck Street Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item A5 is reduced to reflect current as-built quantity.

Item B5 is reduced to reflect current as-built quantity.

EXTRA:

Items B11, B15, B33, B35, B42 and B52 are increased to reflect current as-built quantities.

SUPPLEMENTARY:

|                                                                       |                                        |              |              |
|-----------------------------------------------------------------------|----------------------------------------|--------------|--------------|
| APPROVAL RECOMMENDED:                                                 | SEE ATTACHED DETAIL                    | ADDITIONAL   | REDUCTION    |
| CHRISTINE A. BALLARD, P.E.                                            | A. TOTAL REDUCTIONS<br>THIS C.O.       | XXXXXXXXXXXX | \$32,460.49  |
| ACCEPTED:                                                             | B. TOTAL EXTRAS<br>THIS C.O.           | \$21,289.50  | XXXXXXXXXXXX |
| CONTRACTOR:<br>Lucas Brothers, Inc.                                   | C. TOTAL<br>SUPPLEMENTARY<br>THIS C.O. | \$11,170.99  | XXXXXXXXXXXX |
| OWNER'S APPROVALS:                                                    | TOTALS THIS C.O.                       | \$32,460.49  | \$32,460.49  |
|                                                                       | NET CHANGE THIS<br>CHANGE ORDER        | \$0.00       |              |
|                                                                       | PREVIOUS CHANGE<br>ORDERS              | \$135,469.31 | \$112,200.00 |
| NOTE: All work to be done<br>according to Contract<br>Specifications. | TOTAL CHANGE<br>ORDERS TO DATE         | \$167,929.80 | \$144,660.49 |
|                                                                       | NET CHANGE IN<br>CONTRACT              | \$23,269.31  |              |

|                             |       |                |
|-----------------------------|-------|----------------|
| ORIGINAL CONTRACT BID PRICE |       | \$1,972,436.00 |
| CHANGE ORDERS TO DATE       | 1.18% | \$23,269.31    |
| REVISED CONTRACT PRICE      |       | \$1,995,705.31 |

Attachment: ASPK-00763\_Lucas Change Order #03 (2019-171 : Change Order #3 for Bridge and Heck St Improvements)

## CHANGE ORDER NO. 3

**SHEET NO. 2 OF 2**

PROJECT NO. ASPK-00763

**PROJECT:**

## Bridge Street Improvements and Heck Street Improvements

**OWNER:**

City of Asbury Park

**CONTRACTOR:**

**Lucas Brothers, Inc.**

|           | ITEM NO. | DESCRIPTION                                    | QUANTITY | UNIT PRICE | AMOUNT  |             |
|-----------|----------|------------------------------------------------|----------|------------|---------|-------------|
| REDUCTION | A-5      | Police Traffic Directors (If & Where Directed) | 148.95   | HR         | \$75.00 | \$11,170.99 |
|           | B-5      | Police Traffic Directors (If & Where Directed) | 283.86   | HR         | \$75.00 | \$21,289.50 |

|           |                         |                    |
|-----------|-------------------------|--------------------|
| <b>A.</b> | <b>TOTAL REDUCTIONS</b> | <b>\$32,460.49</b> |
|-----------|-------------------------|--------------------|

|                       |     |                                                        |        |     |            |            |
|-----------------------|-----|--------------------------------------------------------|--------|-----|------------|------------|
| E<br>X<br>T<br>R<br>A | B11 | HMA Milling, 3" or Less                                | 92.50  | SY  | \$11.00    | \$1,017.50 |
|                       | B15 | HMA 19M64 Base Course, 4" Thick                        | 62.56  | TON | \$75.00    | \$4,692.00 |
|                       | B33 | Reset Paver Driveway                                   | 14.00  | SY  | \$115.00   | \$1,610.00 |
|                       | B35 | 6"x18" Concrete Vertical Curb                          | 300.00 | LF  | \$28.00    | \$8,400.00 |
|                       | B42 | 4" Polyvinyl Chloride Sewer Pipe Lateral (Replacement) | 18.00  | LF  | \$65.00    | \$1,170.00 |
|                       | B52 | Tree Removal, Over 30" to 36" Dia (If & Where Dir)     | 2.00   | UN  | \$2,200.00 | \$4,400.00 |

|           |                    |                    |
|-----------|--------------------|--------------------|
| <b>B.</b> | <b>TOTAL EXTRA</b> | <b>\$21,289.50</b> |
|-----------|--------------------|--------------------|

|                                                               |      |                                  |         |             |                       |
|---------------------------------------------------------------|------|----------------------------------|---------|-------------|-----------------------|
| S<br>U<br>P<br>P<br>L<br>E<br>M<br>E<br>N<br>T<br>A<br>R<br>Y | S-A1 | Heck Street Sewer Investigations | 1.00 LS | \$11,170.99 | \$11,170.99<br>\$0.00 |
|                                                               |      |                                  |         |             |                       |

|           |                            |                    |
|-----------|----------------------------|--------------------|
| <b>C.</b> | <b>TOTAL SUPPLEMENTARY</b> | <b>\$11,170.99</b> |
|-----------|----------------------------|--------------------|



## RESOLUTION NO. 2019-172

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **AWARDING A PROFESSIONAL SERVICES CONTRACT FOR ENERGY CONSULTING SERVICES**

**WHEREAS**, the Mayor and Council of the City of Asbury Park continue to explore methods of protecting the environment through clean energy; and

**WHEREAS**, the New Jersey Board of Public Utilities (BPU) is currently soliciting proposals for a Community Energy Solar Pilot Program (the Program); and

**WHEREAS**, the Community Solar Energy Pilot Program will enable utility customers to participate in a solar energy project that is remotely located from their property and is currently under development; and

**WHEREAS**, the City Manager and Gabel Associates have identified that the City's residents could benefit from this Program; and

**WHEREAS**, the City Manager and Gabel Associates have met with the Asbury Park Housing Authority Executive Director to further this Pilot Program; and

**WHEREAS**, there is no cost to the City or the Asbury Park Housing Authority as the costs will be paid for if, and only if, a contract for energy is awarded; and

**WHEREAS**, the proposal for professional services is attached; and

**WHEREAS**, as per N.J.S.A. 40A:11-5(a)(I) Professional Services are exempt from public bidding and there is no cost associated with this Program; and

**WHEREAS**, the Mayor and City Council desire to further clean energy and authorize the attached agreement with Gabel Associates which reflects no cost to any public entity.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a professional services contract to Gabel Associates at no cost to a public entity.

**AND NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that a copy of

this Resolution be provided to the City Manager, Director of Purchasing and Gabel Associates.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-172 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



## **Proposal to Provide Energy Consulting Services to the City of Asbury Park through the ACESplus Program**

**April 25, 2019**

### **Introduction**

Gabel Associates appreciates the opportunity to provide this proposal to provide energy consulting services to develop and manage a Community Solar Program for the City of Asbury Park (Asbury Park or the City). New Jersey is currently in the process of implementing a Community Solar Pilot Program. Community Solar will allow residents to receive the benefits of solar energy, which were previously unattainable for customers who rent or have homes that are not conducive to solar energy. As part of the Community Solar Pilot Program, low- and moderate-income Asbury Park residents will realize savings on their electric bills from a remote solar project.

Gabel Associates has over twenty-five years of refined energy experience including cutting-edge policy development and analysis on the local, state, and federal level; management of energy aggregation programs; a deep understanding of utility tariffs, ratemaking, and regulatory issues; active participation in wholesale and retail energy markets; active involvement in solar project development and policy formation, and; leading support for clean energy and environmental initiatives. This includes direct involvement in regulatory proceedings in New Jersey (and throughout the Northeast) and in hundreds of commercial transactions in the energy space. Gabel Associates combines this extensive energy expertise with its on-the-ground project development activities to help formulate effective policy strategies and analysis. This includes support for the development of over 200 solar projects.

Gabel Associates is not a solar company or project developer, and is able to provide objective, independent analysis that combines subject matter depth in solar energy, customer aggregation management, and economic analysis with extensive experience in the procurement of renewable energy projects for public entities. A multitude of clients rely on our firm to take on a project facilitator role to ensure that projects and programs are developed successfully and efficiently. This expertise, combined with our in-depth knowledge of Community Solar and the successful formation of residential aggregation programs, will allow Gabel Associates to provide effective and grounded advice to the City.

Community Solar is an emerging opportunity in New Jersey that allows residents to take advantage of the benefits of solar energy. As a result of the enactment of the Clean Energy Act (A3723) into law in May 2018, the New Jersey Board of Public Utilities (NJBPU) has been mandated to create a Community Solar Energy Pilot Program (CSPP). Further, the law provides for the establishment of a permanent program within 36 months after the rules of the CSPP were published on February 19, 2019.

Firm personnel has been involved with energy aggregation and community solar issues for over two decades and have an in-depth understanding of the complexities of Community Solar. Most recently, Gabel Associates has been an active participant on the Community Solar Stakeholder Group, lending our expertise at meetings with interested stakeholders. We have been directly involved in the formation of the Community Solar Rule Proposal that was recently released with frequent interaction with the NJBPU and the Governor's office on program design issues.

417 Denison Street, Highland Park, New Jersey 08904  
Phone (732) 296-0770 Fax (732) 296-0799  
[www.gabelassociates.com](http://www.gabelassociates.com)

Through the services described in this proposal, Gabel Associates will develop and manage a Community Solar Pilot Program for Asbury Park, aiding certain low- and moderate-income customers to reduce their electricity bills and use solar energy, and position the City to continue its leadership role in sustainability.

### **Procurement through ACESplus Program**

Consulting services from Gabel Associates for a Community Solar Program can be directly procured through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA), which engaged Gabel Associates through an open, competitive procurement process as provided by Local Public Contract Law. Our consulting services are provided through a long-standing cooperative purchasing program created by those organizations, as approved by the New Jersey Department of Community Affairs (DCA). ACESplus provides access to competitively procured, vetted, and specialized energy experts without the hassle of costly procurement processes to obtain those resources.

To engage Gabel Associates for the services proposed below, Asbury Park would adopt a standardized ACESplus resolution.

### **Organization of this Proposal**

This proposal provides the following information for your consideration:

- 1) Overview of Gabel Associates (page 3);
- 2) Scope of Services (page 4);
- 3) Fee Proposal (page 9), and;
- 4) General Terms and Conditions (page 9)

## 1) Overview of Gabel Associates

Gabel Associates is an energy, environmental, and public utility consulting firm with its principal office located in Highland Park, New Jersey. In business for over 25 years, the firm provides its expertise to a wide variety of clients. Our client list includes public agencies at the local, municipal, State, and Federal levels, renewable and non-renewable power plant owners, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, wholesale suppliers, and utilities.

A key area of the firm's expertise is its extensive experience in managing community-based energy aggregation programs. This includes seventeen (17) successfully awarded Community Energy Aggregation (CEA) programs -- with many more under development. To date, our programs are estimated to save over \$65 million in energy expenses for New Jersey residents. The firm currently serves as the CEA energy agent for 23 municipalities with a total population exceeding 700,000 residents.

Steven Gabel, the President of Gabel Associates, started the firm in 1993 with the goal of providing a wide range of economic, technical, regulatory, and marketplace advice and analysis in the energy and environmental industries. He previously served as Electric Division Director at the New Jersey Board of Public Utilities (NJBPU) and as the Director of the Division of Solid Waste Management at the New Jersey Department of Environmental Protection and NJBPU. In March 2015, Mr. Gabel was named one of the top influencers of energy policy in New Jersey by NJ Spotlight, a respected news website that delivers news and analysis about politics and public policy in New Jersey.

Robert Chilton, Executive Vice President and co-owner, joined the firm in 2000 after serving as the Director of the Energy Division at NJBPU, where he led the NJBPU's staff in New Jersey's highly successful industry restructuring effort. In addition to his strong regulatory background, Mr. Chilton brings advanced analytical skills to project issues having participated in hundreds of energy transactions.

Unlike many firms, Gabel Associates lives in both the world of energy market transactions (having undertaken project development for over 200 renewable projects and executed energy transactions for hundreds of thousands of accounts) and in the world of regulatory and policy analysis.

Gabel Associates has been deeply involved in the solar market and is active in policy development related to the Renewable Portfolio Standards (RPS), Community Solar, net metering, and SREC issues.

Gabel Associates is an industry leader in the following areas:

- Electricity and natural gas procurement activities, including large-scale energy aggregations and CEA programs that include enhanced renewable product options;
- Renewable energy, combined heat and power (CHP), energy efficiency, storage, and traditional energy project feasibility and development;
- Regulatory, ratemaking and policy analysis, and expert testimony before state commissions, legislatures and executive branches;
- Detailed economic, financial, technical, risk management, marketplace, and net benefits analysis;

- Long term forecasting and modeling of energy and environmental markets including the use of AURORAxmp, an established market simulation model;
- Energy, renewable energy certificate (REC), and carbon market activity and analysis;
- Environmental and greenhouse gas matters;
- Energy Master Plan activities that lead to significant savings on energy costs;
- Electric vehicle analysis to accelerate market growth;
- Tariff and utility bill analysis;
- Development of creative ownership and project structures and associated contract negotiation, and;
- Interconnection, operations analysis, refined risk management, and market rules of wholesale energy markets and regional transmission organizations (RTOs) including capacity, energy, and ancillary service markets

The firm has extensive involvement in wholesale and retail energy markets including full time involvement in rules, tariff and policy setting at PJM, as well having helped clients undertake hundreds of transactions in retail and wholesale power markets. Our retail activities include procurement consulting to hundreds of public and private sector entities.

Gabel Associates is an industry leader in several areas including regulatory and environmental issues, renewable policy, electric vehicle analysis, energy procurement, and RTO rule development. The firm has been an active contributor in shaping the energy landscape. Through the years, we have proven our ability to work cooperatively and collaboratively with regulators and a diverse set of stakeholders on various issues. Key members of Gabel Associates' staff bring decades of deep and diversified experience in energy markets, renewable energy issues, and policy formation.

Please see **Attachment A** for a more detailed profile of Gabel Associates' capabilities and qualifications that directly relate to the work requested by Asbury Park. For a full description of our services, please see our website at [www.gabelassociates.com](http://www.gabelassociates.com).

## 2) Scope of Services

Community Solar is a newly-enacted policy in New Jersey that will allow customers that are unable to host a solar project (due to cost, space limitations, property ownership issues, etc.) to reap the benefits of solar energy. Under a Community Solar Program, certain customers (known as 'subscribers') will be joined together in an aggregated purchase of energy from a solar project to be developed remotely from the customer but within JCP&L's territory. Electricity from the solar project will be credited to the customers' bill – with associated savings - as if the solar project was located at the customer's site.

Community Solar has its policy basis in the desire of Governor Murphy and the legislature to provide the benefits of renewable energy to low- and moderate-income residents. As a result, requirements for a Community Solar Program were included in the Clean Energy Act of May 2018.

To implement the provisions of the Clean Energy Act, the NJBPU adopted a Community Solar Energy Pilot Program (CSPP) Rule. The Rule provides for solar capacity of up to 75 MW for Program Year 1 and at least 75 MW per year for both Program Years 2 and 3, with at least 40% of the annual capacity allocated to low- and moderate-income customers. Each solar project is limited to 5 MW in size, which will support approximately 1,250 residential customers.

The purpose of this proposal is for Gabel Associates to provide a comprehensive scope of services to develop, implement, and manage a CSPP for Asbury Park (the Program). The CSPP application process will likely be competitive and place value on projects serving low- and moderate-income customers, consistent with the Governor's focus on environmental justice.

For the CSPP, the City would aggregate customers through an opt-out program where eligible customers in the program would be low- and moderate- income residents. This designated load would purchase solar power from an off-site facility on a long term basis, which will be procured through a competitive process facilitated by Gabel Associates. Pursuant to the Rule, the City will serve as the "Community Solar Subscriber Organization" (Subscriber Organization).<sup>1</sup> Gabel Associates proposes to act as the Administrator of the Program on behalf of the City (Subscriber Organization) and manage all activities that apply to a Subscriber Organization. Subscribers can include Affording Housing, Senior Complexes, or individual customers. While individual residential customers would be enrolled in the Program on an "opt-out" basis, they may withdraw at any time, and through the program design, another customer would be replaced in the Program. All participating customers will reduce their electric rate, and the Council has the discretion to not move forward with the program if it is not satisfied with the level of savings after the procurement process is conducted and the terms are presented to it. Due to the pilot nature of this initial program, program participants would be limited to approximately 1,250 customers.

Gabel Associates proposes to provide the following services to Asbury Park for the full term of the Program:

**Task 1: Continuous Discussion with BPU to Integrate CEA into the Community Solar Pilot Program Rule**

Gabel Associates will communicate with the BPU on a regular basis to design the use of the CEA process to serve load through a pilot community solar project. This would include establishing an aggregation of eligible low- and moderate-income residents under an 'opt-out' structure, which is the same structure utilized for a CEA program.

**Task 2: Community Solar Application Support**

Once the Community Solar application process is finalized, Gabel Associates will begin to prepare a Community Solar Pilot application for the City to submit to the NJBPU. The NJBPU solicitation for proposals began in early April and will remain open into early September (If the NJBPU does not designate the City as a Pilot project, then Tasks 3 through 6 will not move forward).

**Task 3: Program Development, Start-Up, and Management**

Gabel Associates will provide comprehensive program development, start-up, and management activities for the Program.

<sup>1</sup> "Community solar subscriber organization" or "subscriber organization" is defined in the NJBPU rule proposal as "the entity, duly registered with the Board that works to acquire original subscribers for the community solar project and/or acquires replacement subscribers over the lifetime of the community solar project and/or manages subscriptions for a community solar project. The community solar subscriber organization may or may not be, in whole, in part, or not at all, organized by the community solar developer, community solar owner, or community solar operator."

This Task will include the development and implementation of a structure to identify eligible customers. Acting as the Administrator to support Asbury Park as the Subscriber Organization, the firm will work with the City to identify a fair and transparent process through a CEA style opt-out structure, if allowable, to identify eligible low- and moderate-income customers to participate in a Community Solar project, in addition to establishing a waiting list of eligible customers. In addition, affordable housing and senior complexes may also be included in the Program. This would include setting eligibility criteria to ensure that an equitable framework for selecting customers is established.

In addition, we will support other elements of Program development and all required activities that relate to Subscriber Organizations in accordance with the Community Solar Rule. Such items would include, but are not limited to:

- Develop Program parameters, approach, and time schedule in coordination with the City;
- Provide customer and constituent support, including the development of educational and marketing materials as well as attend town meetings, as requested;
- Develop a website (or create a page on the City’s website) that is dedicated to the Program through which the public can obtain further information regarding the Program;
- Set up a toll-free phone number and e-mail address through which subscribers can request information, identify concerns, and cancel or renew their subscription;
- Manage subscriber enrollment and collect and compile all applicable subscriber information as well as monitor the Program on an ongoing basis;
- Interact with JCP&L and provide them with the list of initial subscribers to the project with all appropriate subscriber information;
- Establish a waiting list of accounts, consistent with eligibility requirements, to keep the Program fully subscribed, and;
- Set up a structure to monitor the solar project to ensure load matches production.

#### **Task 4: Management of a Solar RFP Process**

Upon award of the Community Solar Pilot application, a “competitive contracting” approach will be utilized to select the solar project and enter into a power purchase agreement (PPA) and other Program documents with the selected solar provider, as provided for in New Jersey law and DCA guidelines, which we believe will yield the greatest benefit to the City.

We will prepare and administer a competitive contracting request for proposal (RFP) process to select a PPA solar energy provider and associated solar project to provide low cost solar power on a long-term basis to the subscribers. It is anticipated that the PPA (and the Program) will have a term of fifteen (15) years.

Depending on the request of the City, the RFP can be structured in one (or both) of the following ways:  
(1) allow solar developers to propose sites for the Community Solar project that fall anywhere within

JCP&L territory, or (2) propose a project at a site or sites designated by the City that may be suitable for a large-scale solar project. With the first option, developers will propose viable sites on which the project would be located.

With the second option, Gabel Associates would complete a feasibility study of the possible City site(s), including a review of potential site issues to identify the acceptable and technically appropriate areas of the solar facility. At the conclusion of this process, a final determination will be made regarding the viability of a project on City property.

Once the above has been determined, the following steps would ensue:

- Draft an RFP that will serve as a “performance spec” and identifies the technical, financial, performance, and contractual issues that solar developers must adhere to in their proposals;
- Distribute the RFP to a wide range of active market participants and promote the participation of qualified bidders;
- Hold a pre-bid meeting for interested solar developers where we can answer questions (and coordinate a site visit if the project will be located on City land);
- Help the City form an Evaluation Committee, which will include Gabel Associates, other professionals as appropriate, relevant staff, and other members as determined by the City;
- Support the Evaluation Team to assess the proposals from a technical, economic, and financial perspective. This evaluation will include both price and non-price factors to assure that the City executes a PPA with a solar developer that is financially and technically capable, as well as provides economic value. Gabel Associates will prepare an evaluation matrix, including weighting factors, to serve as a basis for the decision of the City to designate a contract award. Based upon this comprehensive evaluation, and as required by DCA guidelines, Gabel Associates would prepare a draft recommendation report, discuss the report with the City staff, finalize the report, and help the City award a contract to the selected solar developer;
- Review the contracting documents (especially the PPA) and provide comments to assure that the interests of the City and its residents are advanced and protected;
- Help finalize the contract award with the chosen solar developer and;
- Throughout the process, we will meet with staff and the City as needed, provide ongoing project updates, and make presentations at formal Council meetings when appropriate.

#### **Task 5: Client Representation (CR) Services**

Once a PPA is executed, Gabel Associates will provide client representation (CR) services during solar project construction. Due to the firm’s familiarity with project installation activities, the firm is able to serve as a client representative and advocate during the construction phase of energy projects to monitor construction progress toward a timely completion of the solar project. Gabel Associates would serve as a liaison with the developer and construction team - acting as the “eyes and ears” of the City to support effective project implementation based on our experience with industry practice.

CR services would include:

- Organize kick-off and pre-construction meetings;
- Coordinate ongoing status review meetings, typically twice a month during construction (or more frequently if needed), with relevant contractors and project participants;
- Provide written progress reports (as frequently as project activity dictates);
- Facilitate the resolution of any issues that arise that pertain to the Community Solar application, Subscriber Organization, or the City, and;
- Monitor the developer and its effort to achieve commercial operation of the project.

Please note that Gabel Associates is not responsible for project design or project management. Gabel Associates monitors and reports on the installation activities on behalf of the client, but it does not manage the construction project. The selected PPA solar provider is solely responsible for project design and management and the project's time, cost, and quality. The engineers and/or other licensed professionals engaged by the PPA solar provider who are engaged to prepare project drawings are solely responsible for the project design.

This Task will be considered complete when the system is energized for commercial operation.

#### **Task 6: Ongoing Program Support**

Gabel Associates will provide ongoing support and program management over the life of the Program and associated PPA (expected to be 15 years). This will include support for all required activities that relate to Subscriber Organizations in accordance with the final Community Solar Rule. Such items would include, but are not limited to:

- Provide ongoing administration of the Program and advice and consultation to the City;
- Provide ongoing customer and constituent support, including the development of educational and marketing materials as well as attend town meetings, as requested. We will also provide ongoing outreach to sustain interest and adequate subscriber levels;
- Maintain a website (or a page on the City's website) that is dedicated to the Program through which the public can obtain further information regarding the Program;
- Maintain a toll-free phone number and e-mail address through which subscribers can request information, identify concerns, and cancel or renew their subscription;
- Manage subscriber enrollment and collect and compile all applicable subscriber information as well as monitor the Program on an ongoing basis;
- Interact with JCP&L and provide them with the list of subscribers to the project with all appropriate subscriber information, as well as provide an updated list as dictated in the rule;
- Establish a waiting list of accounts, consistent with eligibility requirements, to keep the Program fully subscribed;

- Monitor the solar project to ensure load matches production, and;
- Provide overall management and support for the Program over its term.

In short, Gabel Associates will remain on-call and available to provide strategic support and advice related to the Program on an as-needed basis throughout the term of the project.

### 3) Fee Proposal

Gabel Associates proposes that all our fees be paid by the solar developer selected by the City through a competitive procurement process, as described in more detail below. **This means that no out-of-pocket costs will be incurred by the City, and Gabel Associates will operate “at risk” until the PPA is executed.**

All Gabel Associates’ fees and associated Payment Obligations associated with Tasks 1 through 6 will be identified in the RFP as project development costs, and as such, will be paid by the awarded solar developer and incorporated into the PPA. The following provides the proposed fees for the project as well as the payment milestones. A breakdown of each component can be found in **Attachment B**.

- 1) A fixed fee of \$220,000 shall be paid in full by, and become a Payment Obligation of, the solar developer upon PPA execution. This would include payment for Tasks 1 through 4.
- 2) A fixed fee of \$4,000 per month shall be paid by, and become a Payment Obligation of, the solar developer for an estimated six (6) months for Task 5 (Client Representation Services for solar project construction) over the term of project construction, for a total of \$24,000. The Task 5 payment will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (sixth) payment immediately after the solar system receives permission to operate.
- 3) A fixed fee of \$2,800 per month shall be paid by, and become a Payment Obligation of, the solar developer for Task 6 (Ongoing Program Support) over the term of the 15-year PPA. This equates to \$33,600 per year.

Payment by the solar developer for #1 above will be due in full by the awarded solar developer on the PPA execution date. Payment for #2 and #3 above will be due in full on a monthly basis from the awarded solar developer within fifteen (15) days of invoice receipt.

### 4) General Terms and Conditions

#### Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS

PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

#### Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates or Asbury Park, as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction. This confidentiality paragraph will survive termination of this Agreement.

#### Termination

Either party may terminate this agreement upon the giving of not less than sixty (60) days notice in writing (which may be via email). All Payment Obligations and the confidentiality and liability provisions shall survive termination. In the event a PPA with savings in excess of 10% relative to the kWh rate that would otherwise be charged by JCP&L is provided to the City and no PPA is awarded, Gabel Associates shall be paid a fee of \$50,000 by the City within thirty (30) days of the decision of the City to not award such PPA, and this Agreement shall be terminated thereafter.

Please countersign below to indicate your agreement with this proposal.

We appreciate the opportunity to provide this proposal to the City. Please feel free to call me at the office at (732) 296-0770 or on my cell at (732) 672-7782 with any questions regarding this proposal.

Sincerely,



Steven Gabel  
President

If this proposal is acceptable, and the City decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

Countersign by official with authority to bind the City of Asbury Park to the terms of this Proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## **Attachment A: Overview of Gabel Associates**

The following highlights some Gabel Associates' key areas of expertise that directly relate to the work requested by Asbury Park:

### **Community Solar and Energy Aggregation Expertise**

Firm personnel has been involved with community solar and energy aggregation for over two decades and have an in-depth understanding of the complexities of community solar.

Gabel Associates has been at the forefront of energy aggregation activities. This includes development and administration of seventeen (17) successfully awarded Community Energy Aggregation Programs (with many more in development), and management of aggregation programs including for over 400 school districts, over 200 municipalities, as well as counties and sewerage authorities.

Due to the recent mandates required as part the Clean Energy Act, which includes the creation of a Community Solar Energy Pilot Program, Gabel Associates has been actively engaged in current discussions at the NJBPU regarding the development and implementation of a community solar construct. We are also a participant on the Community Solar Stakeholder Group, lending our expertise at meetings with interested stakeholders. We conducted a comprehensive review of the Community Solar Rule Proposal that was recently released and provided comments to the NJBPU and the Governor's office on program design issues.

Finally, we are engaged with the Coalition for Community Solar Access (CCSA) (an industry association) in helping to inform rules for the Pilot Program. CCSA members include companies and other entities that have been active in the emerging community solar marketplace across the country.

### **Policy Analysis and Development**

Gabel Associates supports policy development, and related analysis, on both the national and state levels. The firm has been an important contributor in policy discussions related to renewable energy, industry restructuring, energy efficiency, and environmental issues. As part of these engagements, we have mastered the ability to work with state regulators and stakeholders in a collaborative manner.

In the late 1990s the firm was influential in the development of New Jersey energy deregulation law (EDECA, enacted in 1999); its restructuring of energy taxes; and its development of energy aggregation policies. The firm has also been directly involved in the development of "utility default service" policy in New Jersey, Pennsylvania, and Illinois.

The firm has helped shape New Jersey's RPS, one of the most progressive renewable policies in the country, since its inception in 1999 under EDECA. The firm has conducted in-depth analysis of RPS implications for wind, solar, biomass and other technologies. In addition to serving on the Governor's Renewable Energy Task Force, which is the basis for New Jersey's RPS, Steven Gabel continues to serve on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market.

Gabel Associates has been instrumental in developing legislation surrounding renewable project development and renewable market regulation. The firm was directly involved in the development

and negotiations surrounding the Solar Energy Advancement and Fair Competition Act, signed into law in New Jersey in January 2010. This law placed the solar RPS obligations into law and substantially increased solar requirements. The firm provided analytical support for the bill including comprehensive analysis surrounding ratepayer and economic impacts.

The firm was also an active participant in the second major piece of solar legislation in New Jersey signed into law in July 2012 (S-1925). This law accelerated the RPS solar requirements in an effort to absorb the significant oversupply of solar renewable energy certificates (SRECs) and help stabilize the market while reducing ratepayer cost exposure. Gabel Associates provided on-going analytical support throughout legislation development and also performed detailed ratepayer impact analysis which modeled cost implications.

We were also deeply involved in analysis and development of A3723, which was signed into law (The Clean Energy Act) by Governor Murphy on May 23, 2018. This law, which focuses on enhancing various clean energy provisions, will have a significant impact on renewable, energy efficiency, and storage markets in New Jersey. As discussed above, we have also been actively supporting community solar activities that are occurring as a result of the new law.

Working on behalf of TASC and the Delaware Sustainable Energy Utility as the energy expert serving in several rate and merger cases in the Mid-Atlantic and Northeast, Gabel Associates has won significant improvements to the interconnection process and the clarification of treatment of solar and storage in several jurisdictions. We were also participants in New York's Reforming the Energy Vision (REV) proceeding and helped to establish an interim compensation mechanism that would facilitate community solar development in New York state. Currently, we are working on behalf of the Solar Energy Industries Association (SEIA) in a REV proceeding to establish a compensation mechanism for residential solar customers to replace net metering.

In addition, the firm played an active role in the development of the New Jersey Offshore Wind Economic Development Act that was signed into New Jersey law in August 2010 to promote the development of offshore wind projects.

Starting in the 1990s, Gabel Associates was a participant in the development of the PJM RTO and remains active at PJM today with participation in policy and tariff Issues.

Most recently, Gabel Associates is working to support policy development that strives to foster the growth of electric vehicles.

### **Renewable Project Development**

Gabel Associates has been deeply involved in all stages of renewable project development. We provide support to clients for project development activities, including feasibility studies; comprehensive evaluation of financial, economic, marketplace, environmental and regulatory issues; refined economic modeling; the development of financing and procurement administration; contract negotiations; project facilitation activities during the implementation phase; and renewable attribute sales and management in the PJM Generation Attribute Tracking System (GATS).

Gabel Associates has been involved in the development activities of over 200 renewable projects including assisting in the development of the region's most significant solar projects such as the Asbury Park Landfill Project, the Atlantic City Convention Center, Rutgers University, 125 New Jersey county

facilities, and many other renewable projects. We have supported the development of many landfill gas-to-energy projects including Burlington, Atlantic, Middlesex, Ocean, and Salem Counties. We have also supported various wind projects including a 24 MW offshore wind project to be located off the coast of Atlantic City, New Jersey.

The firm is also working with the Delaware Sustainable Energy Utility on the development and execution of a solar resiliency pilot program, coupling solar and storage, in order to demonstrate and grow third party ownership models in Delaware's emerging solar market.

In addition, on a national basis, the firm has completed over 50 renewable and CHP feasibility studies for the Department of Veterans Affairs and also supported large scale renewable project development for the Department of Defense. Our "commercially tested" expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts.

The firm conducts feasibility evaluations of potential sites, including a size and cost estimate for the renewable energy system, identification of general site issues, costs, benefits, and the internal rate of return associated with the project. We evaluate the appropriate financing and contractual structure for each project, including self-ownership, Purchase Power Agreement (PPA) model, or a hybrid approach. In addition, we provide oversight of project installation, support for the sale of RECs and other environmental products, and assistance in securing utility, state, and federal financial support.

The firm possesses unique market insight and is able to properly evaluate the cost, benefits, and risks of various project configurations. In addition, we are highly experienced at ensuring that sufficient financial protections are incorporated into the selected project structure and energy agreements to shield our clients from unreasonable risk.

We evaluate the technical, economic, and financial viability of different renewable projects while also taking into consideration the goals and risk tolerance of each client. We conduct comprehensive economic, financial, and sensitivity analysis surrounding all renewable options to determine the internal rate of return and payback of each project. We also identify any potential technical issues or obstacles related to development.

Gabel Associates has an extensive history of successfully facilitating renewable projects when they move into the execution phase, including RFP drafting, vendor proposal evaluation, and contract negotiation. When drafting bid documents, we ensure that RFP language is well-defined; clearly incorporates the expectations of the client; and reflects the requirements of the commercial marketplace. This approach helps to maximize participation and encourages developers to present proposals that are competitive and tailored to project goals. Additionally, when reviewing responses, Gabel Associates utilizes its past experience to prepare ranking criteria that promotes successful projects. This includes a rigorous review of proposals from an economic and technical perspective.

Gabel Associates has assisted over 100 customers enter into PPAs and/or leases for renewable energy projects for various technologies including solar, wind, landfill gas-to-energy, waste-to-energy, and hydro. The firm has a clear understanding of the provisions that can adversely impact our clients, which gives us the ability to advocate for contract language that provides multi-layered protection. Due to our strong experience with PPA structures, we are highly qualified to assist clients with administration matters in connection with these agreements.

It is also important to note that Gabel Associates has been a pioneer in the development of creative and progressive renewable projects. Specifically, the firm supported the development of the first landfill-mounted solar project in New Jersey.

We have also analyzed the opportunity for solar projects that integrate a battery back-up energy/storage facility – representing a significant leap forward in the benefits that can be derived from this energy source. By combining solar with energy storage, a client can gain (1) the ability to utilize solar power when the electrical grid is down during daylight hours, (2) diversify their back-up energy supply resources, and (3) take advantage of certain peak shaving and demand response opportunities to further reduce energy costs and generate additional revenue.

Gabel Associates also supported the Atlantic County Utilities Authority (ACUA) with the development of its battery-storage system. The firm assisted with the project in the following capacities: 1) reviewed the technical architecture, 2) identified issues related to the battery installation that should be addressed in the contract, particularly regarding the compensation mechanisms for the project developer and creating protections in the event there is a broader impact on utility billing due to battery operation, and 3) reviewed the contract to ensure the interests of ACUA were protected.

In addition, the firm is active in renewable energy policy and has helped shape New Jersey's Renewable Portfolio Standard (RPS), one of the most progressive renewable policies in the country, since its inception in 1999 under EDECA. The firm has conducted in-depth analysis of RPS implications for wind, solar, biomass and other technologies. In addition to serving on the Governor's Renewable Energy Task Force, which is the basis for New Jersey's RPS, Steven Gabel continues to serve on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market. The firm also maintains a supply/demand analysis to forecast SREC and REC prices and trends in New Jersey and regionally.

### **Community Energy Aggregation**

Building on our long standing energy procurement activities described above, Gabel Associates has pioneered the development and implementation of Community Energy Aggregations (CEA) in New Jersey. Through a CEA program, a municipality can reduce its residents' energy bills by aggregating the residents into one bid and procuring a third party supplier to provide energy at a cost below utility provided generation service. Procuring energy through a CEA provides residential customers with contract and term protections otherwise not afforded to them if they procured on their own.

The firm was the lead consultant for the Plumsted Community Energy Aggregation (PCEA) program, the first, and only, successful CEA completed in the state at the time. This role has allowed the firm to develop "first-hand" knowledge on how to effectively implement a successful CEA, while also gaining unique insights on the process. Gabel Associates is also intimately familiar with current laws rules and policies pertaining to CEA as well as ongoing developments.

The firm has successfully completed numerous CEA programs in the State -- fourteen (14) successfully awarded programs (including numerous towns that are on subsequent program iterations) -- with many more under development. To date, our programs are estimated to save over \$65 million in energy expenses for New Jersey residents. The firm currently serves as the CEA energy agent for 20 municipalities serving close to 600,000 residents.

The firm utilizes proven and comprehensive outreach and marketing techniques that fully and effectively disseminate information to targeted communities. We work diligently to understand the unique dynamics within each population to ensure that our marketing efforts are well received and easily assessed by all residents.

Gabel Associates also offers refined customer service and education to ensure that resident concerns are answered promptly and fully resolved. This includes the use of a designated Program Administrator (along with a team of trained representatives) that expeditiously responds to and logs all customer inquiries and public education concerns. Our team is committed to facilitating resident calls within 24 hours of receipt, with most answered on the same day.

In response to growing environmental concerns, we developed the first CEA program in the New Jersey to offer residents the option of a 100% renewable energy component. The firm has had direct involvement in the development of the state's renewable portfolio standard and has been actively involved in renewable certificate purchasing, which enables us to efficiently design program elements with enhanced renewable content.

## Attachment B: Fee Breakdown

| Task    | Service                                                   | Fee              |
|---------|-----------------------------------------------------------|------------------|
| Task 1  | Design Integration of CEA and Community Solar             | \$5,000          |
| Task 2  | Application Support                                       | \$7,000          |
| Task 3  | Program Development, Start-Up, and Management             | \$160,000        |
| Task 4* | Solar RFP Process (without a City Site Feasibility Study) | \$48,000         |
|         | <b>Total Payment at PPA Execution</b>                     | <b>\$220,000</b> |

\*In the event a City site feasibility study is performed, the fee for this task would be \$58,000 (an additional \$10,000)

| Task   | Service                                                     | Fee             |
|--------|-------------------------------------------------------------|-----------------|
| Task 5 | Client Representation (CR) Services                         | \$4,000/month   |
|        | <b>Total Paid Monthly Over 6-Month Project Construction</b> | <b>\$24,000</b> |

| Task   | Service                                   | Fee           |
|--------|-------------------------------------------|---------------|
| Task 6 | Ongoing Program Support Over the PPA Term | \$2,800/month |



## RESOLUTION NO. 2019-173

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION AUTHORIZING THE FABRICATION AND INSTALLATION OF A CARBON STEEL SCUM BEACH ON GRAVITY THICKENER**

**WHEREAS**, the City has a need to replace the carbon steel scum beach on the gravity thickener to retain DEP Compliance; and

**WHEREAS**, the City has solicited and obtained three quotes from Municipal Maintenance Co., KRS Services and BR Welding Inc.; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for this purchase to Municipal Maintenance in an amount of \$18,822.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account X-XX-XX-XXX-XXX-XXX. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the fabrication and installation of a carbon steel scum beach on gravity thickener in the amount of \$18,822.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-173 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 8th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



1352 Taylors Lane  
Cinnaminson, NJ 08077  
Ph: 856-786-9434  
Fax: 856-786-0642  
www.mmc-nj.com

Bill To:  
Rudy Corona  
City of Asbury Park  
1700 Kingsley St.  
Asbury Park, NJ  
(732) 921-1074

rudy.corona@cityofasburypark.com

## Quotation

DATE 4/17/2019  
Quotation # 41908Q

Quotation valid until: 5/17/2019  
Terms: Net 30 Days  
Delivery:

Project Name: Supply Scum Beach Gravity Sludge Thickner Parts

| Item  | Qty | Description                                                                                                                                                          | Unit Price  | Total Price |
|-------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1     | 1   | Perform the following work:<br>• Customer to empty tank<br>• Remove existing scum beach<br>• Return to MMC shop<br>• Copy / fabricate new scum beach in carbon steel | \$ 9,665.00 | \$ 9,665.00 |
| Total |     |                                                                                                                                                                      | \$ 9,665.00 | \$ 9,665.00 |

### Comments:

- This quotation does not include any taxes if applicable
- Tank is to be drained & cleaned prior to arrival

Plus RT 2 9,257.00

TOTAL \$ \$18,822

If you have any questions concerning this quotation, please contact:

Michael Provine

Sales Representative  
mprovine@mmc-nj.com

MMC approval \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





1362 Taylors Lane  
Cinnaminson, NJ 08077  
Ph: 856-786-9434  
Fax: 856-786-0842  
www.mmc-nj.com

Bill To:  
Rudy Coronea  
City of Asbury Park  
1700 Kingsley St.  
Asbury Park, NJ  
(732) 921-1074

rudy.coronea@cityofasburypark.com

## Quotation 2

DATE 4/17/2019  
Quotation # 42018Q

Quotation valid until: 5/17/2019  
Terms: Net 30 Days  
Delivery:

Project Name: Install Scum Beach on Gravity Sludge Thickener

| Item # | Qty | Description                                                                                                                    | Unit Price  | Total Price |
|--------|-----|--------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1      | 1   | Perform the following work:<br>• Install fabricated parts on gravity thickener for scum box<br>• Perform start-up and test run | \$ 9,267.00 | \$ 9,267.00 |
| Total  |     |                                                                                                                                | \$ 9,267.00 | \$ 9,267.00 |

### Comments:

- This quotation does not include any taxes if applicable
- Tank is to be drained & cleaned prior to arrival

If you have any questions concerning this quotation, please contact:

Michael Provino

  
Sales Representative  
mprovino@mmc-nj.com

MMC approval \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



|          |         |
|----------|---------|
| Date     | Quote # |
| 4/1/2019 | 11209   |

| Rep | Project |
|-----|---------|
| DES |         |

| Description                                                                                                                                                                                                             |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| This quote is for the removal and disposal of old scum box and the supply and installation of new unit from WesTech. We will supply, install, test, and place back into service. Total cost for the above is \$22794.77 |             |
| Total                                                                                                                                                                                                                   | \$22,794.77 |

Attachment: QUOTES FOR CARBON STEEL SCUM BEACH (2019-173 : Authorizing the Fabriciation and Installaiton of a Carbon Steel Scum



January 09, 2019

Rudy Corona  
Asbury Park WWTP  
1700 Kingsley St  
Asbury Park, NJ 07712

RE: SCUM BEACH REPAIRS

\*\*\*\*\*Quotation\*\*\*\*\*

We will provide the following services:

**Scope of Work:**

- Fabricate and install (1) Carbon Steel Scum Beach.
- Remove & Replace Scum Piping.
- Perform Repairs on existing Skimmer Arm.

**Clarifications:**

- Price includes Link Sealing new scum pipe.
- Price based on prevailing wages.

The total price is..... **\$26,700**  
316SS Scum beach In Lieu of Carbon Steel Add..... **\$ 1,200**

Delivery Time will be per the contract requirements.

**Terms:**

Payment for all stored raw materials, based on steel supplier's invoice amounts, Net 30 Days.

Payment for stored processed materials, Net 30 Days.

Quote based on prevailing material prices and is subject to change up to point of purchase.

Thank you for giving us the opportunity to quote on this, should you have any questions, please call.

Sincerely,

John Habeib  
*John Habeib*

3 Brook Rd  
Howell, NJ 07731

P: 732.363.0253  
F: 732.363.0155

**CERTIFIED:** SBE, AISC, AWS/ASME, CONFINED SPACE CERTIFIED.  
**CLASSIFIED:** NJSDA, DPMC.

[www.brwelding.com](http://www.brwelding.com)

Attachment: QUOTES FOR CARBON STEEL SCUM BEACH (2019-173 : Authorizing the Fabrication and Installation of a Carbon Steel Scum

**CITY OF ASBURY PARK**  
**Wastewater Treatment Plant—Sewer Utility Division**  
**PURCHASE REQUEST**

DATE April 17, 2019

DESCRIPTION of Purchase:

REPLACEMENT OF CARBON STEEL SCUM BEACH ON OUR GRAVITY THICKENER. ALSO ANCILLARY REPAIRS TO RELATED PIPING AND SKIMMER ARM.

REASON for Purchase

GRAVITY THICKENER IS 30+ YEARS CONTINUOUS SERVICE. AND PARTS ARE SEVERELY RUSTED. REPLACEMENT NECESSARY TO RETAIN DEP PERMIT COMPLIANCE

Amount

\$ 26,700.00.

VENDOR'S NAME AND ADDRESS:

B+R WELDING.

REMARKS:

B+R IS MY CHOICE FOR THIS THEY ARE REPAIRING EVERYTHING THAT NEEDS IT FOR ONE PRICE.

SEE ATTACHED

REQUESTED BY:

CHIEF OPERATOR

DPM DIRECTOR

cc:

Gale Brown—Admin Secretary, DPM

ALSO, NOTE THAT MUNICIPAL MAINTENANCE PRICED THE JOB IN 2 "HALVES" BOTH QUOTES, 1 & 2 WOULD BE NEEDED FOR THIS. RC.

**Tracy Lizardi**

---

**From:** Rudy Corona <rudy.corona@cityofasburypark.com>  
**Sent:** Wednesday, May 1, 2019 12:17 PM  
**To:** purchasing@cityofasburypark.com  
**Subject:** Re: R-001695 BR Welding

Hi Tracy. Let's just go with Municipal Maintenance. I had several reasons for wanting B&R for this job but after further review of the project and discussion with my crew here I no longer think that I need to. The price difference is substantial enough to make the switch. Thanks, let me know if you need anything else, Rudy.

Rudolph J Corona Superintendent  
 City of Asbury Park Wastewater Treatment  
 1700 Kingsley Street  
 Asbury Park NJ 07712  
 732-774-5131 Plant (Leave Message)  
 732-921-1074 Mobile  
 732-502-0961 Fax

---

**From:** "purchasing@cityofasburypark.com" <purchasing@cityofasburypark.com>  
**Sent:** 5/1/19 12:00 PM  
**To:** <rudy.corona@cityofasburypark.com>  
**Subject:** R-001695 BR Welding

Hi Rudy,

R-001695 BR Welding for the beach scum repairs in the amount of \$26,700 has two issues:

1. A resolution will need to be done and
2. We are obligated to go with the lowest quoted price – which appears to be Municipal Maintenance \$18,822 (quote 1 and 2 combined)

Please review and advise as soon as possible as the deadline to submit resolution for the 5/8/19 Council Meeting is tomorrow morning.

Thank You,

Tracy

Attachment: QUOTES FOR CARBON STEEL SCUM BEACH (2019-173 : Authorizing the Fabriciation and Installation of a Carbon Steel Scum



## RESOLUTION NO. 2019-174

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT MATERIALS FROM STAVOLA CONSTRUCTION MATERIALS INC. FOR THE PAVING OF VARIOUS ROADWAYS**

**WHEREAS**, the City requires the purchase of Asphalt Materials for the paving of various the alley off of Comstock in an not-to-exceed amount of 130 tons; and

**WHEREAS**, the City has obtained the attached quotes from the following vendors:

- Stavola Construction Materials Inc., Tinton Falls NJ - \$9,672.00
- The Walter R. Earle Corporation, Jackson NJ - \$8,639.80
- Recycling of Central Jersey, LLC Jackson NJ - \$8,150.00

**WHEREAS**, the City of Asbury Park has solicited pricing from Monmouth County to pave the alley off of Comstock and that is awarded under a separate Resolution ; and

**WHEREAS**, it is advantageous for the City of Asbury Park to award a contract to Stavola Construction Materials due to availability of the product, travel and time costs in regards to acquisition; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract to Stavola Construction Materials Inc. for the purchase of Asphalt Materials in an not-to-exceed amount of \$9,672.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account: X-XX-XX-XXX-XXX-XXX. The maximum dollar value of the pending contract is as set forth in the resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase Asphalt Materials to Stavola Construction Materials Inc. in the amount of \$9,672.00 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-174 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 8th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



# Material Sales Quote

Phone: 732.542.2328  
 Fax: 732.542.0193  
 www.stavola.com

| Customer |                                                                                                    | Quote                                                                                                                 |                                    |
|----------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1810     | CITY OF ASBURY PARK<br>TRACY<br>1 MUNICIPAL PLAZA<br>ASBURY PARK NJ 07712<br><br>Fax: 732-775-0441 | Quote Date: 3/1/2019<br>Expiration Date: 1/31/2022<br>Asphalt Index: 2/4/2019 (453.00)<br>Fuel Index: 2/4/2019 (2.68) | Quote: 20499<br><br><br>Terms: N30 |

Quote Description: STATEWIDE HMA PICKUP T0155 - #18-DPP00252

## Notes

HMA PICKUP, ALL PLANTS APPLY

| Location | Material | Description     | UM  | Quote Units | Unit Price |
|----------|----------|-----------------|-----|-------------|------------|
| BBA      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| BBA      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| BRI      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| BRI      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| HBA      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| HBA      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| MIL      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| MIL      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| OBA      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| OBA      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| TFA      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$74.40    |
| TFA      | 0295     | HMA 12.5M64     | TON | 0.00        | \$74.40    |
| SFA      | 0252     | HMA 9.5M64/ I-5 | TON | 0.00        | \$75.00    |
| SFA      | 0295     | HMA 12.5M64     | TON | 0.00        | \$75.00    |

Bound Brook Asphalt \* Tinton Falls Asphalt \* Old Bridge Asphalt \* Flemington Asphalt \* Brick Asphalt \* Millstone Asphalt \* Bound Brook Quarry \* Oldwick Quarry

## Terms and Conditions

Thank you for the opportunity to quote your project. The Quote Expiration Date is listed above. Prices contained in this quote will be effective through the Pricing Expire Date upon receipt of this quote signed by both parties. Asphalt will be adjusted for both AC & fuel indices. Both indices are noted on the top of this quote. The AC Index Adjustment will be calculated based on the beginning index and the index at the time of shipping. The difference between the two numbers will be multiplied by the AC content in the mix design and the unit price will be adjusted accordingly. The Fuel Index Adjustment will be calculated based on the beginning index & the index at the time of shipping. The difference will be multiplied by 2.5 gallons and the unit price will be adjusted accordingly. All stone haul rates are subject to fuel surcharges based on a starting index of \$2.75/gallon and will be adjusted 5% for each 50 cents fluctuation based on the published NJ Fuel Price Index. Any product or price discrepancy must be filed within ten business days of the invoice date. All material prices and haul rates are subject to a minimum annual increase of 5% per year. Asphalt plant operating hours are 7:00 AM to 3:30 PM, Monday thru Friday weather permitting. There will be a premium charge assessed if we are required to extend our hours beyond regular operating hours.

All tax exempt certificates must be submitted prior to ordering material

This quote is not valid until it is signed & returned. Quotes should be faxed to 732.542.0193

Per ton haul rates are based on full loads delivered

Accepted By \_\_\_\_\_  
 Date \_\_\_\_\_

Accepted By \_\_\_\_\_  
 Tony Monsalud

**THE WALTER R. EARLE CORPORATION**  
MANUFACTURERS OF BITUMINOUS CONCRETE

P.O. Drawer 757  
FARMINGDALE, NEW JERSEY 07727  
(732) 308-1113  
FAX (732) 462-9626

**Asbury Park City**

9 Main St.  
Asbury Park, NJ 07712

Customer #: 163

Quote: 163-19A

Description: Asbury Park City

Quote Date: 04/01/19

Customer Job: 163-19A

Customer PO#:

Exp Date: 12/20/19

Tax Code: EX

Here is our quotation on the goods named, subject to the conditions noted:

**Materials**

| Plant                 | Product Description | Quantity | UOM | Unit Price |
|-----------------------|---------------------|----------|-----|------------|
| Jackson Asphalt Plant | 9.5M64              | 110.000  | TON | 66.46000   |

Notes: All Prices Subject to Fuel & AC Escalation  
Prices Based on April 2019 Fuel \$2.91 Gal. & AC \$483.00 Ton

*called Control Jersey Asphalt Jackson 732-523-0222*

All Prices are F.O.B. from Plant Location Indicated Above.

**CONDITIONS:** Prices based on "Monthly Materials Price Index-Asphalt Cement and Fuel" as posted by the State of New Jersey, Department of Transportation, for the above noted date and will be subject to adjustment at the time of purchase.

- The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specification. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

- Walter R. Earle Corporation will be responsible for penalties for composition only where asphalt mix is certified to be "State Mix".

- Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

- The Walter R. Earle Corporation must be notified within 30 days of invoice date regarding any conflict in the ticketing of any materials or the said invoice will be considered accepted and payable.

- Material acceptance and conformance with specifications as it is related to The Walter R. Earle Corporation will be based on laboratory test results performed on the premises at the manufacturing facility of The Walter R. Earle Corporation. Furthermore, it is agreed that if the material leaves the plant the contractor accepts the material as meeting the specified requirements.

**ALL CREDIT CARD PAYMENTS WILL BE CHARGED A 2% PROCESSING FEE**

Representative \_\_\_\_\_

Accepted by \_\_\_\_\_

In the event payment is not made in accordance with the terms of this agreement and the same is turned over to an attorney for collection, the buyer agrees to pay in addition to the amount due under this agreement, attorney's fees in a sum equal to 25% of the amount due together with all costs.

A FINANCE CHARGE computed at a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% will be added to all balances not paid within 30 days of the billing date.

**TO CONFIRM ORDERS, SIGN AND RETURN COPY**

**Robert Bianchini**

---

**From:** MaryBeth Park <recyclingofcj@yahoo.com>  
**Sent:** Friday, April 26, 2019 1:24 PM  
**To:** Robert Bianchini  
**Subject:** PRICING

Robert,

Your price for top would be \$65.00 per ton FOB. Please disregard previous quote. I made a mistake.

Mary Beth Park

Recycling of Central Jersey, LLC

Central Jersey Hot Mix Asphalt, LLC

MGM Jackson, LLC

577 S. Hope Chapel Road

Jackson, NJ 08527

(732) 323-0226

Fax (732) 323-3244

Attachment: 20190503103852260 (2019-174 : Purchase of Asphalt Materials from Stavola Construction Materials Inc.)



## RESOLUTION NO. 2019-175

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION AUTHORIZING THE OUTFITTING OF THE NEW FIRE DEPARTMENT PICKUP TRUCK**

**WHEREAS**, the City has a need to outfit the new pickup truck for the Fire Department;  
and

**WHEREAS**, the City has obtained the attached quote from East Coast Emergency Lighting, Inc. off of the N.J. State Contract A81336 and T0106 at a total cost of \$7,318.59; and

**WHEREAS**, the City desires to outfit the new Fire Department pickup truck; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-010.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$7,318.59; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be provided to the CFO, City Manager, Fire Chief and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-175 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 8th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK

**East Coast Emergency Lighting, Inc**

200 Meco Drive  
Millstone Twp, NJ 08535

**Quote**

| Date      | Estimate # |
|-----------|------------|
| 4/12/2019 | 19974      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------|
| City of Asbury Park Fire Department<br>800 Main Street<br>Asbury Park, NJ 07712<br>Attn: Robert Pasquariello, Jr. |

|                                                                                      |                                                                                                                                                                                               |     | P.O. No.     | Rep      |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|----------|
|                                                                                      |                                                                                                                                                                                               |     |              | MM       |
| Item                                                                                 | Description                                                                                                                                                                                   | Qty | Cost         | Total    |
|                                                                                      | 2019 FORD F-350                                                                                                                                                                               |     |              |          |
| ISFW478                                                                              | WHELEN STATE CONTRACT # 81336<br>INNER EDGE FST WC 8-LT F SERIES****<br>[Special Order Item]                                                                                                  | 1   | 597.24       | 597.24   |
| ISDE                                                                                 | INNER EDGE FST/RST DUO BLU/WHT                                                                                                                                                                | 4   | 25.92        | 103.68   |
| ISDD                                                                                 | INNER EDGE FST/RST DUO RED/WHT                                                                                                                                                                | 4   | 25.92        | 103.68   |
| TCRHT6                                                                               | 6 LAMP HOUSING TRIO****                                                                                                                                                                       | 2   | 878.58       | 1,757.16 |
| TCRLRBC                                                                              | TRACER TRIO LTHEAD BLU/WHT/RED                                                                                                                                                                | 12  | 0.00         | 0.00     |
| TCRB47                                                                               | TRACER MTG KIT FORD F-150****<br>[Special Order Item]                                                                                                                                         | 2   | 45.90        | 91.80    |
| 295SLSA6                                                                             | 295SLSA6 SIREN/CONTROL CENTER                                                                                                                                                                 | 1   | 355.32       | 355.32   |
| SA315P                                                                               | SA315P SPEAKER, BLACK PLASTIC                                                                                                                                                                 | 1   | 173.34       | 173.34   |
| SAK61P                                                                               | SA-315 MT KIT 2017 F-250/ F-350 PASS                                                                                                                                                          | 1   | 21.60        | 21.60    |
| TLI2D                                                                                | ION T-SERIES LINEAR DUO R/W<br>[GRILL WARNING]                                                                                                                                                | 2   | 84.78        | 169.56   |
| TLI2E                                                                                | ION T-SERIES LINEAR DUO B/W<br>[GRILL WARNING]                                                                                                                                                | 2   | 84.78        | 169.56   |
| M4DWJ                                                                                | M4 DRIVING/WARNING LT RED/BLU                                                                                                                                                                 | 2   | 126.36       | 252.72   |
| M4FB                                                                                 | M4 SERIES FLANGE BLACK<br>FOG LIGHT WARNING AND SCENE                                                                                                                                         | 2   | 5.40         | 10.80    |
| TLI2D                                                                                | ION T-SERIES LINEAR DUO R/W<br>[Rear Bumper warning & Backup]                                                                                                                                 | 3   | 84.78        | 254.34   |
| TLI2E                                                                                | ION T-SERIES LINEAR DUO B/W<br>[Rear Bumper warning & Backup]                                                                                                                                 | 3   | 84.78        | 254.34   |
| C-TMW-F150-03                                                                        | Havis Console & Accessories (No Contract)<br>Tunnel Mount Assembly for 2017-2019 F-250, 350, 450<br>Pickup and F-450 and 550 Cab Chassis, 2015-2019 Ford<br>F-150 & 2018-2019 Ford Expedition | 1   | 89.27        | 89.27    |
| C-3010                                                                               | 30" Enclosed 10" high console                                                                                                                                                                 | 1   | 356.27       | 356.27   |
| ****denotes a special order item which cannot be cancelled, exchanged, nor returned. |                                                                                                                                                                                               |     | <b>Total</b> |          |

**East Coast Emergency Lighting, Inc**

200 Meco Drive  
Millstone Twp, NJ 08535

**Quote**

| Date      | Estimate # |
|-----------|------------|
| 4/12/2019 | 19974      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------|
| City of Asbury Park Fire Department<br>800 Main Street<br>Asbury Park, NJ 07712<br>Attn: Robert Pasquariello, Jr. |

| P.O. No. | Rep |
|----------|-----|
|          | MM  |

| Item                                                                                 | Description                                                                                           | Qty | Cost         | Total      |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----|--------------|------------|
| C-CUP2-I                                                                             | Internal Cup Holders                                                                                  | 1   | 29.52        | 29.52      |
| C-LPI-PS2-USB                                                                        | Lighter Plug Outlet W/ 1 Switch & 1 USB Cut Outs                                                      | 1   | 68.66        | 68.66      |
| C-AP-0945                                                                            | Havis, 9" Accessory Pocket 4.5" High                                                                  | 1   | 51.75        | 51.75      |
| C-ARM-103                                                                            | Armrest For Top Mount, Console, Large Pad                                                             | 1   | 82.98        | 82.98      |
| C-EB40-CCS-1P                                                                        | 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03       | 1   | 0.00         | 0.00       |
| C-EB25-XTL-1P                                                                        | 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500, | 1   | 0.00         | 0.00       |
| Installation                                                                         | NJ STATE LABOR CONTRACT # 81338                                                                       | 28  | 75.00        | 2,100.00   |
| Installation                                                                         | INSTALL OF ABOVE EQUIPMENT                                                                            | 3   | 75.00        | 225.00     |
|                                                                                      | RADIO INSTALL IN FRONT CONSOLE                                                                        |     |              |            |
|                                                                                      | Attn: Robert Pasquariello<br>732-904-1295<br>robert.pasquariello@cityofasburypark.com                 |     |              |            |
| ****denotes a special order item which cannot be cancelled, exchanged, nor returned. |                                                                                                       |     | <b>Total</b> | \$7,318.59 |



## RESOLUTION NO. 2019-176

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION AWARDING A CONTRACT TO MONMOUTH COUNTY FOR ROAD REPAVING**

**WHEREAS**, the City of Asbury Park has solicited pricing from Monmouth County to pave portions of City owned roads as per the attached quote; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-5(2) Exemptions, work between government agencies does not have to be bid; and

**WHEREAS**, Monmouth County has provided a quote totaling \$11,214.85; and

**WHEREAS**, the CFO has Certified the Availability of Funds in account X-XX-XX-XXX-XXX-XXX, the maximum dollar value of the pending contract is as set forth in the resolution.

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract to Monmouth County for road repaving.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Council of the City of Asbury Park, County of Monmouth, New Jersey that a contract of \$11,214.85 be awarded to Monmouth County for paving certain roads.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the City Manager, Purchasing Agent and Superintendent of Public Works.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-176 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 8th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



2019 Q007

3.1.7.a

MONMOUTH COUNTY PUBLIC WORKS & ENGINEERING  
MATERIAL/EQUIPMENT/SERVICE REQUEST FORM

WORK ORDER #: 22227 T119443

## REQUESTOR'S INFORMATION- PART I

Requestor's Name: Robert Bianchini Phone Number: 732-312-7579Municipality: Asbury Park Department: D. P. W.

Service Requested &amp; Location (If Applicable):

Key AND PAVE Allways OFF OF COMSTOCK AVE  
3,804 SQ FT AND 3,200 SQ FT 110 TONS 9.5M601Equipment Requested (If Applicable): Asphalt supplied by Asbury Park

Material Requested (If Applicable):

Delivery Requested: ☐ Yes ☐ No

Date Needed: \_\_\_\_\_ Expected Date of Return: \_\_\_\_\_

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## MONMOUTH COUNTY'S APPROVAL- PART II

Division: Highway District (If Applicable): 2Administrative Fee: \$ 18.50Estimated Labor Cost: \$ 4,673.98Estimated Material Cost: \$ 436.42Estimated Equipment Cost: \$ 6,085.95

Delivery Cost \*(Optional): \$ \_\_\_\_\_

ESTIMATED TOTAL COST: \$ 11,214.85☒ If box is checked, estimate is based on visual inspection of required repairs. Final costs will be based on actual repairs completed due to extent of deterioration and/or damage found.Division Head Signature: [Signature] Date: 1/28/19Department Head Signature: [Signature] Date: 1/28/19

Comments: \_\_\_\_\_

Original-Division

Copy-Municipality

Copy-Director's Office

1/16/18

Packet Pg. 77

Attachment: 20190503104928292 (2019-176 : Awarding a contract to Monmouth County for road repaving)



## RESOLUTION NO. 2019-177

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE A PILOT VALET PARKING SERVICE**

**WHEREAS**, the City of Asbury Park (the “City”) is interested in seeking proposals from interested vendors to operate a pilot valet parking service; and

**WHEREAS**, the Mayor and Council believe that the proposed concession services will generate revenues for the City and provide a benefit and service to the public; and

**WHEREAS**, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11- 4.1(j)]; and

**WHEREAS**, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

**WHEREAS**, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession services referenced above.

**BE IT FURTHER RESOLVED**, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

**BE IT FURTHER RESOLVED**, that, following the receipt of proposals from interested vendors for the said concession services, and the review of ranking of the proposals received in accordance with the methodology to be enumerated in the respective RFP’s, the

Mayor and Council shall consider making an award of these concessions at a future Council meeting(s).

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be provided to each of the following:

- a. Michael Capabianco, City Manager;
- b. Cindy A. Dye, City Clerk;
- c. Frederick C. Raffetto, Esq., City Attorney
- d. Michael Manzella, Director of Transportation

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-177 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



## RESOLUTION NO. 2019-178

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS**

**WHEREAS**, Section 4.01(i) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

**WHEREAS**, as per the SDA the City shall pass a Resolution to identify Menu Items; and

**WHEREAS**, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- Reimbursement or purchase of an ATV for \$11,000
- \$12,000 for lav-shack operations
- \$18,000 for wifi fees

**WHEREAS**, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-178 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK

**RESOLUTION NO. 2019-179**

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

**RESOLUTION ADOPTING THE PERSONNEL POLICY FOR 2019**

**WHEREAS**, the City Council, staff and the New Jersey Joint Intergovernmental Insurance Funds (NJIIF) has undertaken the annual review of the Personnel Policy; and

**NOW, THEREFORE, BE IT RESOLVED** by Council of the City of Asbury Park, Monmouth County, State of New Jersey that the attached Personnel Policy is hereby adopted.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-179 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK

### PURPOSE OF THIS PERSONNEL MANUAL

This Personnel Manual is intended to present an overview of employment with the City of Asbury Park. The manual outlines certain Civil Service Commission policies, certain City employee benefits and policies and other information to assist employees during their employment with the City. Each employee of the City has both the right and the responsibility to know and understand the operation policies and procedures which govern employment with the City of Asbury Park. This manual has been prepared and distributed as a way to communicate that information.

To the maximum extent permitted by law, the employment practices of the City shall operate under the legal doctrine known, as "employment at will." Within Federal and State law, (including the New Jersey Civil Service Act) and any applicable bargaining unit agreement, the City shall have the right to terminate an employee at any time and for any reason, with or without notice, except the City shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

### **DISCLAIMER....**

**THIS MANUAL IS TO BE USED AS A GUIDE ONLY AND IS NOT A CONTRACT BETWEEN AN EMPLOYEE AND THE CITY.** If more detailed information is necessary, contact your Supervisor for guidance. This manual may be changed and/or supplemented at any time throughout the year, at the discretion of the City Manager to provide clarification. The governing body may "codify" the Manual annually if substantial changes have been implemented or proposed.

Most City employees are covered by a Collective Bargaining Agreement between the City and their bargaining unit. This personnel manual is provided to all employees of the City. **Employees covered by a contract (Collective Bargaining Agreement) shall refer to the contract for exact language on personnel policies not covered in this manual or which may conflict with this manner. THE CONTRACT CONTROLS THE EMPLOYMENT OF A UNION EMPLOYEE.**

Periodically, changes in laws, administrative code, policies regulatory agency rulings, Transitional Aid or other types of aid requiring agreements with other funding agencies, consent decrees or similar directors and contract rulings may require revisions or additions to this manual which will be issued by the City. In the event any statement herein conflicts with law, administrative code, regulatory rules or contract, the applicable law, administrative code, ruling or contract shall govern.

City employees are responsible for safeguarding and maintaining in good order their Personnel Manual which is issued on hire. Employees are also required to return their Personnel Manual on termination of their employment, for any reason(s). Every employee will sign for this Personnel Manual and a record acknowledging receipt will be kept in his/her personnel folder. A replacement manual will be provided to an employee who has lost his/her manual at the employees' cost.

**Manual Effective Date – ~~June 28, 2018~~ May 8, 2019 via Resolution 20189-52XX**

## CITY OF ASBURY PARK GOVERNMENT

### FORM OF GOVERNMENT

The form of government for the City of Asbury Park adopted by public referendum on November 5, 2013, and effective January 1, 2015, shall be known as the "Council-Manager Plan," N.J.S.A. 40:69A-81 to 40:69A-98, under the Optional Municipal Charter Law, also known as the Faulkner Act. The form of government provided in N.J.S.A. 40:69A-81 through 40:69A-98, together with N.J.S.A. 40:69A-26 to 40:69A-30, and 40:69A-150 to 40:69A-210, shall govern the City of Asbury Park, the voters of which have adopted this plan pursuant to law

### THE CITY COUNCIL

As per the City Code, the City Council members shall be elected by the voters of the City through non-partisan regular municipal elections under the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-5 et seq., at the general election held on the first Tuesday after the first Monday in November or at such other time as may be provided by law for holding general elections, and the term of office of the City Council members shall begin on January 1 next following their election. (N.J.S.A. 40:69A-83.1)

The City Council members elected at the first election following the adoption of the plan shall serve for the following terms: The Mayor shall serve for a term of four (4) years. The length of the respective term of the remaining members of the first City Council shall be determined by lot at the organization meeting, with one member of the first City Council serving for a term of four (4) years and three (3) members of the first City Council serving for terms of two (2) years each. This will initiate the staggering of terms. Thereafter, the term of each City Council member shall be for (4) years.(N.J.S.A. 40:69A-83.3)

The Mayor shall be elected directly by the voters of the City at the non-partisan regular municipal election held during the general election. At the first election following the adoption of the Council-Manager form of government under N.J.S.A. 40:69A-81 et seq., and each appropriate subsequent election, one position of City Council member to be elected at large shall be designated and voted for under the title of Mayor, and candidates for the position shall be clearly designated as candidates for Mayor in their respective nominating petitions.(N.J.S.A. 40:69A-86)

The Council members comprise the policy-making body of the City government and as such, have the authority to do all that is necessary to promote and maintain the health, safety and welfare of the citizens of the City of Asbury Park.

### THE CITY MANAGER

The City Manager shall be chosen by the City Council solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter

set forth. At the time of his/her appointment, he/she need not be a resident of the City, but during his tenure of office he/she may reside outside the City only with the approval of City Council. He/she shall have his or her principal residence in this State pursuant to N.J.S.A. 52:14-7.

(N.J.S.A. 40:69A-92) (N.J.S.A. 52:14-7)

The City Manager shall hold office for an indefinite term and may be removed by a majority vote of the City Council. At least thirty (30) days before such removal shall become effective, the City Council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his/her removal. The City Manager may reply in writing and may request a public hearing, which shall be held not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the City Council by majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the City Council may suspend the City Manager from duty, but shall in any case cause to be paid him/her any unpaid balance of his/her salary and his/her salary for the next three (3) calendar months following adoption of the preliminary resolution unless he/she is removed for good cause. For the purposes of this section, "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of N.J.S.A. 40:69A-163 through 40:69A-167, or the violation of any code of ethics in effect within the City.

(N.J.S.A. 40:69A-93)

The powers and duty of the City Manager are found in the City's Code.

#### EMPLOYEES OF THE CITY OF ASBURY PARK

The City of Asbury Park is a Civil Service Jurisdiction and therefore operates under the rules and regulations of the Civil Service Commission as set forth in N.J.S.A. 11a:1-1 et.seq. and N.J.A.C. 4a:1-1.1 et. As a City employee, you will be performing an important duty in rendering services to the citizens of your community. Learning your job, getting to know your fellow employees and getting to know how your government operates is your first step. You should be sure that you should report to your immediate supervisor at all times, unless a complaint or request is ignored.

Each employee, regardless of his or her position, may be the only representative of the City government with whom a number of people are acquainted. Such people often judge the whole organization by what one employee says and does. In order to form good public relations, you should always remember to serve the public in such a manner as to justify the respect and confidence of the citizens with whom you come into contact. Take pride in your part of our City government. Always be ready to explain City programs to the public, friends and neighbors. If you don't understand an issue, be sure to ask your supervisor, and then you can respond to questions correctly.

## DEFINITIONS

This section of the manual defines terms and phrases used in the administration of the City's personnel system. The general terms are those used by the New Jersey Civil Service Commission, contained in city ordinances, negotiated employee bargaining units, and/or used by tradition as part of City operations. Federal or State law or regulations may supersede these general definitions.

The City employs three (3) types of employees:

- Full Time: those employees who work year round for thirty-five (35) or more hours in a business week.
- Part Time: those employees working year round, but less than twenty-nine (29) hours in a business week.
- Seasonal: those employees, who work for specified period or season during the year, normally the summer season. Seasonal employees work either full time or part time. *Most* seasonal employees work 35 hours .

Generally, only full time, year-round employees are covered by Civil Service Commission rules and regulations and receive a full benefits package provided by the City. An employee must consult their collective bargaining agreement, eligibility with the State Health Benefits Plan or other Plans and the Fringe Benefits Section of this manual for specific information on benefits eligibility.

The New Jersey Civil Service Commission defines classes of positions for purposes of providing coverage and personnel action. These classes' definitions are:

Unclassified Service: includes those positions not subject to Civil Service Commission rules or regulations; normally these positions are those to which the Council or City Manager make appointments for a specified period of time without competitive testing or a probationary period; these positions are those which are policy-making and administrative in nature, i.e. certain department heads.

Classified Service: includes those positions covered by Civil Service Commission rules and regulations; normally those positions which are not appointive in nature and which are filled through competitive testing and probationary periods.

Within the classified service there are three (3) categories of employees:

Permanent Position: positions created by ordinance and finally accepted by the Civil Service Commission. A permanent position cannot be abolished without Civil Service Commission approval. A permanent position can be either full or part time.

Provisional Position: positions created by ordinance, but not accepted by the Civil Service Commission. It is during this status that the Civil Service Commission conducts various

investigations (i.e. desk audit, revising job description) to determine if it will accept the title as a permanent position.

Temporary Position: positions created for a specified period of time, generally less than six (6) months or on an emergency basis. This position does not require Civil Service Commission acceptance. Some temporary positions depend upon the length of a grant and are not considered permanent employment.

Within the classified service there are three (3) types or classes of employees:

Permanent Employee: an employee who has acquired Civil Service Commission “permanent status” which is the attainment of tenure and rights resulting from successful completion of an examination and working test period.

Provisional Employee: an employee who is appointed to a permanent position Pending an examination and working test period.

Temporary Employee: an employee appointed to a position for not more than six (6) months or appointed in an emergency.

#### Probation Period

In order to obtain permanent status in a position in a classified service you must serve a three (3) month probationary period during which you are observed to determine your fitness for the job. You may be discharged during your probation if you fail to meet the required standards. The successful completion of your probation will result in permanent status as an employee of the City. The probationary period of police officers is ninety (90) days as recognized by Civil Service.

A probationary employee may be required to take a Civil Service Commission test to achieve permanent status if they have not successfully passed a prior examination for the position.

There are four (4) exceptions to the working test period requirement. Civil Service Commission rules preclude work test periods in the following situations:

1. Appointments from special, police and fire and regular re-employment lists;
2. Appointments to a comparable or lower related title in lieu of layoff;
3. Appointments to titles previously held on a permanent basis with current permanent continuous service; and
4. For a lateral title change if the nature of work, education and experience requirements and titles are substantially similar. N.J.A.C. 4a4-5.1; N.J.A.C. 4-7.6.

If you are promoted to a higher position you will be required to serve a three (3) month probationary period to become permanent in the higher position. If you do not perform satisfactory work in the new position during your probation, you may be demoted to your former position.

Certain phrases or terms are used daily in the conduct of City business. For purposes of clarity the definitions for these terms will be the ones utilized in this handbook.

Department: a work unit, agency or office which performs one function and for which there is a supervisor or administrator who reports directly to the Manager; examples would be Police, Finance and Public Works.

Department Head: the supervisor of a department. Generally, department heads report Directly to the City Manager, except those which are confidential by law, and supervise at least one employee. Examples of department heads meeting this definition would be:

Director of Finance & Administration (unclassified, statutory), Director of Public Safety (unclassified), Tax Assessor (unclassified), City Clerk (unclassified), Director of Community Development (classified), Director of Economic Development (unclassified) Director of Public Maintenance (classified), Deputy Director Public Maintenance (classified) and Director of Social Services (unclassified). For communication purposes (i.e. distribution of administrative information, department head meetings) and budget control purposes (i.e. responsibility for preparing the annual budget and monitoring and controlling expenditures within a budgetary account), the term department head is broadened to include those City employees who are responsible for running an office or a service.

Bargaining units for the City of Asbury Park (Appendix A)

International Federation of Professional and Technical Engineers (IFPTE) Local 196

International Association of Fire Fighters (IAFF) Local 384

Patrolmen's Benevolent Association (PBA) Local No. 6

Superior Officers Association (SOA) Local No. 6

The American Federation of State, County and Municipal Employees (AFSCME) Local 225

All employee questions regarding specific union membership should be directed to the City Manager's office. The City Manager will direct the employee to the appropriate union representative. The City also adheres to the Workplace Democracy Enhancement Act of 2018 (S-2137)

## **POLICIES AND PROCEDURES**

### **Non-Discrimination Policy**

The City of Asbury Park is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) as amended by the New Jersey Pregnant Workers Fairness Act. Under no circumstances will the City discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, breastfeeding, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head, or City Manager. The Affirmative Action Officer is appointed annually by the City Council; please contact the City Clerk for the current year appointment.

### **Americans with Disabilities Act/ New Jersey Pregnant Worker's Fairness Act**

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD),, the City of Asbury Park does not discriminate based on disability , pregnancy, pregnancy related medical condition or childbirth. The City will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the City to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination/LAD. We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth, breastfeeding or pregnancy related medical condition.. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the City.

The City Manager and/or the ADA Compliance Officer, shall engage in an interactive dialogue with disabled/pregnant employees and prospective disabled/pregnant employees to identify reasonable accommodations or their respective physician. All decisions with regard to reasonable accommodation shall be made by the City Manager. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. In the case of an employee breastfeeding

her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting City's facilities. Any questions concerning proper assistance should be directed to ADA Compliance Officer; who is appointed annually by the City Council. Please see the City Clerk for the current appointment.

If an employee feels that the City is not in compliance with the ADA or is having difficulty because the City is not meeting their needs, the Affirmative Action Officer should be notified immediately. The Affirmative Action Officer will promptly investigate the employee's complaint and present a report to the City Manager for a determination. The City Manager will inform the complainant of the result of the investigation and the remedial measures which will be taken.

#### **Contagious or Life Threatening Illnesses Policy:**

The City encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The City shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City.

The City will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

#### **Hiring and Appointments**

When a vacancy occurs in the City's work force due to resignation, dismissal or creation of a newly authorized position, the head of the department where the vacancy occurs contacts the City Manager to begin the recruitment process. The department head must inform the City Manager, in writing, the title of the vacant position, the qualifications, job responsibilities, recommended salary and the date the position should be filed. The City Manager is the exclusive appointing authority for the City of Asbury

Park for all departments and will determine the salary for the position. The City adheres to the New Jersey Equal Pay Act of 2018 (S-104) otherwise known as the "Diane B. Allen Equal Pay Act".

The recruitment and hiring process consists of the following procedures:

- Internal posting of the vacant position;
- Notification to the Civil Service Commission to announce a test if the position is to fill a classified service;
- Place classified advertisements for the position in newspapers of record;
- Utilize City social media accounts
- Applicants must fill out the City's employment application;
- Applicants must submit documentation of residency;
- Reference checks are performed for all potential candidates;
- Criminal background check is performed for all potential candidates;
- Successful candidate must submit to a drug screening;
- If applicable, psychological exam
- Interviews are conducted by the Supervisor of the vacant position;
- Applicants file is submitted to the City Manager for approval;
- City website and other social forms as applicable

The above listed procedure is followed to fill both classified and unclassified vacancies. Civil Service Commission rules will also be pooled to fill vacant positions. The Police and Fire Departments must follow their own hiring process. Check with the Fire Chief or Director of Public Safety, Chief of Police for the appropriate hiring procedure.

All department heads MUST submit a request for new hire/promotion form (Appendix F) to the City Manager for approval before beginning the recruitment process.

Certain positions are statutorily exempt from the above policy and taken into consideration by Mayor/Council appointments.

#### Work Force Reduction Policy:

Pursuant to N.J.A.C. 4A: 8-1.1 the City may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Civil Service Commission.)

#### RESIDENCY ORDINANCE AND REQUIREMENT

The City of Asbury Park has an ordinance that requires all employees of the City to be City residents. The Ordinance is 3072-A and 3089 and they are included as an Appendix. Additionally, residency requirements may be imposed by contract, NJ Civil Service Commission or other means as deemed legal and appropriate.

#### Promotions

The procedure to fill a high-level vacancy is the same as the procedure to fill an entry level position. Examinations for promotional opportunities may only be taken by eligible City employees.

An employee, covered by the Civil Service Commission, may be requested to accept a promotion into an unclassified position. If the employee accepts the promotion, he/she may lose certain protections afforded in a classified position. Before making the decision to accept the promotion, check with the City Manager. The City of Asbury Park, under all circumstances, promotes employees solely on the basis of merit.

#### Personnel Actions

All personnel actions affecting permanent, classified and unclassified employees must be approved by the New Jersey Civil Service Commission as per the Commission's guidelines.

#### Anniversary Date

Employees whose employment began with the City between 1<sup>st</sup> and 15<sup>th</sup> days of the month will have their anniversary date on the 1<sup>st</sup> day of that month. Employees whose anniversary date falls between the 16<sup>th</sup> and 31<sup>st</sup> day of the month will have their anniversary date on the 1<sup>st</sup> of the following month.

#### Credit Information and Wage Assignments

The City will furnish credit references and other information about employees to authorized personnel upon written request. All employees are expected to pay their just debts and child support/alimony obligations when due. If employees fall behind on their credit payments, court ordered garnishment of wages may occur. If this happens, the City is legally required to deduct a portion of the employee's salary from each pay check and forward it to the creditor.

#### Longevity Pay

Certain employee contracts provide for longevity pay to employees hired before a certain date. An employee must consult their collective bargaining agreement for the appropriate policy on longevity pay.

#### Overtime and Compensatory Time

Employees must consult their Collective Bargaining Agreement for the appropriate overtime policy. No department head is to receive overtime or compensatory time.

Non-union employees should consult with their department head or the City Manager's office to determine what policy applies to them.

All employees must use compensatory time within the quarter it is earned or must have approval to carry over to the next quarter. All requests for compensatory time must be approved at least 48 hours in advance by the Department Director or authorized official. Exceptions may be granted by the City Manager for emergency personnel. Time not used shall be lost.

### Payroll Deductions

Mandatory deductions are made from employee's paychecks for:

- Federal Income Withholding Tax
- Federal Insurance Contribution Act (FICA)
- Public Employees Retirement System or
- Police and Firemen's Retirement System Contributory Insurance
- State Unemployment Insurance
- State Income Tax
- Union Dues (where applicable)
- Health Care under Chapter 78
- Other items as mandated

An employee has the option to request and have deductions taken from their check for:

- Credit Union-Savings, Loan, Checking, Christmas Club, Dental, Voluntary Benefits or Insurance programs
- Deferred Compensation
- Additional State Income Withholding Tax
- Additional Federal Withholding Tax
- Healthcare Savings Account (if applicable)
- Supplemental Disability (ex. AFLAC); if applicable
- Other items if presented

Any error in the payroll must be reported to the Payroll Department for verification. The error will be corrected in the employee's next pay check unless mitigating circumstances indicate otherwise.

### Pay Period

Employees will receive their pay checks on semi-monthly schedule. Pay checks are distributed on the 15<sup>th</sup> and 30<sup>th</sup> of each month. Employees working in departments which distribute checks at the work area will receive their check from their supervisor. If a holiday or weekends falls on a payday, pay checks will be distributed on the prior business day.

### Direct Deposit

Required if done by City Ordinance

### Promotions

Promoted employees are paid at the salary stated in the applicable contract. When an employee is promoted to a new position, he/she would normally receive the salary at the minimum of the range for that position. However, if the minimum salary for the new position is less than the employee's base salary in his/her prior position, he/she will receive the salary at the first step immediately above his/her current base salary unless the appropriate Collective Bargaining Agreement provides a different formula.

## Work Rules

### Hours:

The official hours for City Hall employees are 9:00 a.m. to 5:00p.m., Monday thru Friday. Some departments (Police, Fire, Public Works, etc.) may have different hours due to shift work. These employees should check with their supervisor for their weekly work schedule. All employees are expected to report to work at the official starting time and work exclusively on City business until official finishing time.

The Department of Public Works/Property Maintenance has office hours from 7:00 AM to 5:00 PM, Monday thru Friday. Other hours may vary depending upon the work.

Employees who work outside of regular hours are not to bring friends or guests into City offices or buildings, unless cleared by the City Manager in advance, with the exception of a true emergency.

Parents are not to bring their children to work unless approved by the City Manager or a special date is announced by the City.

### Time Clock

The time clock is the official clock of the City and determines when an employee must report to work. There are no grace periods permitted regarding employees reporting time. The time reported on the time clock is the exclusive clock to determine an employee's reporting time regardless of the time displayed on any other clock in the City. There are no exceptions to this policy. An employee must clock themselves in; under no circumstance should another employee clock another in; disciplinary action will be the result. AN EMPLOYEE'S FAILURE TO REPORT TO WORK BY THE APPROPRIATE TIME DISPLAYED ON THE TIME CLOCK WILL RESULT IN DISCIPLINARY ACTION.

### Department Head Call-In

All Department Heads, with the exception of Public Maintenance, must email the City Manager's office by 10 a.m. each business day to report the attendance of their staff in the event that staff is out sick or utilizing personnel time.

### Sign In/Out

All employees of the municipality when entering or leaving the building for any reason must utilize the Sign In/Out sheets. Department Heads are responsible for monitoring their staff's compliance with this policy. Any employee's failure to comply with this policy will result in disciplinary action, up to and including discharge.

### Lunch

Lunch must be taken between 11:30 AM and 2:00 PM. If working with a customer, lunch should be delayed until the customer's needs/requests are completed. Lunch shall be an hour in length.

Department's should make every effort to provide coverage during the lunch hour. Lunch should not be taken at the employee's desk area. Emergency personnel may make reasonable accommodations. All employees shall clock in and out for their lunch hour.

#### Emergency Closing

If there is a need for an emergency closing of the City's offices, the decision will be made by the City Manager or his/her designee. However, if due to weather conditions, an employee is unable to report to work, or if conditions warrant you're leaving, it must be with the permission of your department head. In either case, the employee shall be charged one personal leave day or one vacation day for each day you are not at work. Employees should consult the appropriate collective bargaining agreement for more information. This does not pertain to essential City workers.

#### Dress Code

Dress, grooming and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is not permissible regardless of length. With the advance approval of the CITY MANAGER title the City will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay. Certain Departments will be exempt from this depending on the nature of the work; please check with your supervisor.

The following is a guideline for appropriate dress:

#### Police Officers, Superior Officers and Firefighters:

Wear regulation uniforms as specified in the Police and Fire Departments Regulation Handbooks.

Friday is "casual day" for non-uniformed municipal employees.

The following are not appropriated for casual dress day: tank/halter/cabana tops; shorts, miniskirts, sandals (dress sandals are ok), pajamas, beach thongs, bathing suits, transparent blouses/shirts; outfit which exposes the midriff area; hair curlers and nets; dangling and/or large jewelry that can be caught in machinery, doors, etc.; faded ripped or torn clothing, sweat pant outfits/work-out attire and tight clothing.

Thursday is casual day for Court employees.

Casual days are subject to change at the discretion of the City Manager.

Public Works:

All employees shall dress in an appropriate and safe manner which shall be at the discretion of supervisors and senior management.

Telephone Policy

Telephone manners are of the utmost importance to the City. Employees must always be courteous and helpful on the telephone. In many cases, the only contact an individual has with the City is via telephone. Calls are to be answered and/or returned quickly and pleasantly. Always remember to say please and thank you. If a caller is angry and/or abusive, do not respond in kind. When using a telephone on City business, remember you represent the entire City to the person calling. When you answer calls promptly and courteously, you make a favorable impression on the caller.

As employees of the City we must understand that our salary is paid by Asbury Park taxpayers. The City will take steps to ensure that this is the guiding principle that directs our actions.

Personal use of the City's telephone at any time is prohibited, except in an emergency. Violation of this policy by an employee may result in disciplinary action. Long distance telephone calls, except for city business, are prohibited at all times. Violation of the long-distance calls policy will result in personal reimbursement for non-sanctioned calls and/or disciplinary action up to and including termination.

WORK SAFETY

The City will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The City is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving City facilities, equipment or motor vehicles must also be reported to the supervisor or Department Head as per the guidelines in this Policy

The City Manager may appoint a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative and the City Manager.

### Safety Glasses

As part of its accident prevention program, the City of Asbury Park requires employees who are involved in physical activities to have and wear safety glasses. Eye injuries can be easily caused by flying debris and result in serious long-term disabilities to an employee. All employees engaged in physical activities shall wear safety glasses whenever on the job and must wear special masks/goggles when required to do so, they will be subject to disciplinary proceedings.

If the City has provided safety glasses/goggles; the employee will be expected to wear the glasses/goggles and maintain them in good condition. The City will replace any safety glasses/goggles broken as a result of job-related accident. However, if the glasses/goggles are damaged as a result of the employee's negligence, then the employee must have them repaired or replaced at their own expense.

### No Smoking Policy:

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City has adopted a smoke-free policy for all buildings. City facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in City buildings. Employees are permitted to smoke only outside City buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the City and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

At the Public Works facility, there shall be no smoking within the fenced-in yard.

There shall be no smoking in City owned vehicles.

### **Workplace Violence Policy:**

The City will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on City property, at City events or under other circumstances that may negatively affect the City's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on City property or while on City business except with the authority of the Police Chief or highest-ranking law enforcement officer; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The City will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy:

It is the City's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), gender identity or expression, liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by our employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings or images, and other similar verbal, written, printed or physical conduct.

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place. See the Employee Complaint Policy.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the [local unit type] generally. The City cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

TRANSITIONAL (LIGHT) DUTY POLICY

The City will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Traditional duty is not guaranteed and will not exceed forty-five workdays.

An employee requesting transitional duty or the Workers' Compensation Physician shall notify the Department Head and copy the City Manager as soon as the temporarily disabled employee is able to return to work. Any restrictions will be detailed. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the regular position after the transitional duty period. The City Manager will consult with the department head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The City Manager and/or Department

Head will decide if it is in the best interest of the City Manager to approve a transitional duty request and will notify the employee of the decision. The City reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers' Compensation Physician. In such cases, failure to report to work as directed shall result in disciplinary action including but not limited to termination. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting the City Manager who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in outside employment of any kind unless they receive prior written approval from the Workers' Compensation Physician that no further harm may occur in said secondary job and the City Manager must also approve. If transitional duty is approved, the employee or Workers' Compensation Physician must keep the Department Head informed of the medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason. If at the end of the transitional duty period the employee is not able to return to work without restrictions, the City reserves the right at its sole discretion to extend the transitional duty or place the employee back on workers' compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

"Whistle Blower" Policy:

Employees have the right under the "Conscientious Employee Protection Act (CEPA)" to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

The City shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the CITY MANAGER title, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;

- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the City Manager. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the City a reasonable opportunity to correct the activity, policy or practice. The administration of whistleblower complaints is not subject to the limitations in the Grievance Policy.

#### RETALIATION

It shall be a violation of this policy for any employee to take reprisals against any person because she/he has filed a complaint, testified or assisted in any proceedings in this policy. Threats, other forms of intimidation and/or retaliation against the complainant or any other party based on involvement in the complaint process may be cause for disciplinary action.

#### Video Surveillance

The City may install video surveillance camera systems within public buildings and throughout public areas within the City, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the City will ensure compliance with federal, state and local laws governing such usage.

The City video surveillance camera systems are a significant tool to which the employees of the City will avail themselves in order to complete the goals and objectives of the City. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The City Manager designee will be responsible for authorization of users; said designee shall be the highest-ranking law enforcement officer unless otherwise stated in a memorandum. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the City video surveillance camera systems or tampers with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the City.

The City shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention

of this policy and/or a potential privacy breach has the responsibility to ensure that the City Manager are immediately informed of such breach.

### Safety Vests

The City has purchased reflecting safety vests to be worn by those city employees who work in the streets. These vests are to be worn by employees when working in the streets to protect employees from vehicle accidents. Employees who refuse to wear the safety vest while working in the street will be subject to disciplinary action.

### Electronic Equipment

The City's Communication Media are the property of the City and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the City, such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax. Employees are restricted from accessing or using the company's Communication Media for personal purposes during company time on company equipment without prior authorization from the Administration to do so.

All data stored on and/or transmitted through Communication Media is the property of the City. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a City business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the City's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the City's local or wide-area networks."

The City respects the individual privacy of its employees. However, employee communications transmitted by the City's Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the City. The City reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the City's Communication Media.** By using the City's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by City personnel. The existence of passwords does not restrict or eliminate the City's ability or right to access electronic communications. However, pursuant to New Jersey law, the City cannot require the employee to provide the password to his/her personal account(s).

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (NJSA 47:1A-1). Employees of the City are required to use the assigned municipal email account for ALL City business and correspondence. The use of private email accounts for ANY City business or during business hours is strictly prohibited. . Employees are hereby advised that if they conduct work-related business on their personal emails, cell phones, or other personal Communication Media, it is also subject to the provisions of the Open Public Records Act. However, nothing in this social media policy prevents employees from using his/her own

personal Communication Media during the employee's non-working hours to engage or participate in protected concerted activities pursuant to the National Labor Relations Act. Protected concerted activities include when an employee addresses group concerns with the employer; forms, joins or helps a labor organization; initiates, induces or prepares for group action; or speaks on behalf of or represents other employees. Nevertheless, employees are encouraged to resolve workplace grievances internally by discussing issues with their supervisor and/or the Administration, and are asked to refrain from posting comments or materials on Communication Media that can be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law if the employee chooses to address their grievances using Communication Media.

Employees can only use the City's Communication Media for legitimate business purposes. Employees may not use City's Communication Media in any way that is defamatory, obscene, or harassing or in violation of any City rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances. . Further, discriminatory remarks, harassment, bullying, threats of violence and similar behavior that is not tolerated in the workplace are also not acceptable through Communication Media, whether same is performed on the City's equipment or on the employee's own personal Communication Media. At no times shall an employee record another employee, or conversations with the public, outside established recorded lines in the Police Department.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by City. Certain data, or applications that process data, may require additional security measures as determined by the City. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the City has given permission. All employees must take appropriate actions to ensure that City data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized. All City data must be stored centrally as required by. This provides greater security, and ensures backup of all (local unit type) data is performed.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the City's computing environment.

Employees may not install, remove or modify ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the City. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the City, or licensed to the City. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized. Workstation settings and configurations and network settings must not be modified by unauthorized employees. Internet security settings (where applicable) must not be changed. The foregoing includes but is not limited to the systems Network ID (or Computer Name), IP Address, Gateway and DNS addresses etc.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential City information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

Employees are prohibited from releasing or disclosing any internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves without the prior approval of the City Manager . Photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence taken with the City's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the City Manager. Except in "emergency situations, "Employees are prohibited from taking digital images or photographs with

media equipment not owned by the City. For purposes of this section, an “emergency situation” involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the City’s Communication Media. If such situation occurs, employee agrees that any images belong to the City and agree to release the image to the City and ensure its permanent deletion from media device upon direction from the City.

No media advertisement, electronic bulletin board posting, or any other posting accessible via the Internet about the City or on behalf of the City, whether through the use of the City’s Communication Media or otherwise, may be issued unless it has first been approved by the City Manager or Director of Communication.

Because (authorized) postings placed on the Internet through use of the City’s Communication Media will display on the City’s return address, any information posted on the Internet must reflect and adhere to all of the City’s standards and policies.

All users are personally accountable for messages that they originate or forward using the City’s Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user’s identity on any Communication Media is prohibited. “Spoofing” (constructing electronic communications so that it appears to be from someone else) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public City and other third-party rights. Any use of the City’s name, logos, service marks or trademarks outside the course of the employee’s employment, without the express consent of the City, is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

To the extent that employees use social media outside their employment while engaging in protected concerted activities as defined above, employees will not be subject to discipline or retaliation for expressing views, opinions, and/or facts surrounding the City’s employment policies. Employees are advised that if they post information on social media that is in violation of either the terms and conditions of the within social media policy, or in violation of federal, state, or local laws, the nothing will not shield them from disciplinary action. However, no retaliation or discipline will result if and when employees are engaging in protected concerted activity, and/or choose to report inappropriate social media activities to the City Administration.

Nothing in these policies is designed to interfere with, restrain, or prevent social media communications by employees engaging in protected concerted activities regarding wages, hours, or other terms and

conditions of employment pursuant to the National Labor Relations Act. All City employees have the right to engage in or refrain from such activities.

The City provides Internet access to its employees in order to make available a vast array of information resources and to allow participation in and access to increasing county and state resources.

Employees must comply with all policies adopted by the City, including but not limited to policies regarding prohibition of discrimination and harassment and all applicable federal, state and local laws, including laws governing the transmission and dissemination of information while accessing the Internet.

Employees who are using Internet may not:

- Use the network to make unauthorized entry into other computational, informational or communication services or resources;
- Distribute unsolicited advertising;
- Invade the privacy of others;
- Make any attempt to damage computer equipment or software;
- Engage in any activity that is harassing or defamatory;
- Use the Internet for any illegal activity, including violation of copyright or other rights of third parties, or in a manner inconsistent with the City's tax-exempt status or its proper operation; and/or
- Download unauthorized software, fonts, templates or scripts.

As stated in the Communications Policy, and elsewhere in this document, the City reserves the right to monitor the employee's Internet usage on all devices. In addition the City has the right to restrict access to specific types of prohibited content through the use of a content filtering system.

Personal use of cell phones shall be kept to a minimum.

#### ALCOHOL AND DRUG POLICY

Employees must check with their Supervisor to see if a particular alcohol and/or drug policy applies to their department (i.e. Department of Public Safety, employees with a CDL license and/or in safety-sensitive position). If so, the policy for the specific department is the only Alcohol and Drug Policy which applies to those employees.

This policy conforms to current State of New Jersey law upon the publication of this manual. This policy will at all times be interpreted and enforced in accordance with current Federal and New Jersey law.

The City recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who appears to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the City Manager.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on City premises, vehicles or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within three (3) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify the City Manager and the Personnel Officer who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. City personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the City's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on City property or while performing City business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

#### SEXUAL HARASSMENT POLICY

**AT ANY TIME ANY PERSON FEELING THAT THEY ARE THE VICTIM OF SEXUAL HARASSMENT MAY BYPASS THE CHAIN OF COMMAND AS OUTLINED AND IMMEDIATELY SEEK OUT THE INVOLVEMENT OF THE CITY MANAGER.** It is the policy of the City of Asbury Park to prohibit sexual harassment of any employee by another employee, supervisor or a third party. Harassment of third parties by an employee of the City is also prohibited. The purpose of this policy is to assure that in the work place, no employee is subject to sexual harassment. Sexual harassment includes: unwelcome sexual advances,

requests for sexual and/or verbal or physical conduct of a sexual nature, including, but not limited to drawings, pictures, jokes, teasing, uninvited touching or other sexually related comments.

Sexual harassment of an employee will not be tolerated by the City of Asbury Park. Violations of this policy will result in the disciplinary action, up to and including termination. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

ANY employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

AN EMPLOYEE WHO FEELS HE/SHE HAS BEEN SEXUALLY HARASSED SHOULD:

1. Tell the harasser in no uncertain terms that the behavior is unwanted and remove themselves as best possible from the situation
2. Keep a log, record the incident, in detail, note the date, time and place of each incident and any possible witnesses;
3. Inform the immediate supervisor and/or the next supervisory level immediately, in writing, immediately. A complaint of sexual harassment form is provided in this manual as Appendix B. (An employee may consult with the City Manager, if he/she cannot comfortably hold a discussion with the supervisor);
4. The immediate supervisor of the employee will report the incident to the Affirmative Action Officer if not bypassed directly to the City Manager;
5. The Affirmative Action Officer will promptly schedule individual review meetings with the complainant and the accused and respond to the complaint. The Affirmative Action Officer may also:
  - A. Permit the attendance of counsel or union representative, if applicable.
  - B. Make sound or video recordings of the meetings if he or she feels same is advisable.
  - C. Obtain signed statements from the complainant, the accused and all witnesses at the conclusion of the meeting(s) to verify information they presented.
  - D. The Affirmative Action Officer shall present his/her findings in a written report to the City Manager and the City Council promptly upon the conclusion of the investigation for review and action.
6. The City Manager will make his/her decision, based on the findings of the report and notify all parties involved. The City Manager will then take the appropriate disciplinary action, if necessary.

The City's Affirmative Action Officer as outlined above will promptly investigate every reported incident of sexual harassment immediately. The City will conduct all investigations in a discreet manner.

Confidentiality will be maintained throughout the investigation process. The City recognizes that every

investigation requires a determination based on all the facts in the matter. The investigation may include, but need not be limited to, interviews and written statements from the victim, the alleged harasser and any witnesses. The City Manager or Affirmative Action Officer may request the assistance of the City Labor Attorney, other supervisory personnel, or outside sources, such as the County Human Relations Commissions, in conducting the investigation.

#### False Accusations of Sexual Harassment

A charge of sexual harassment is a grave and serious accusation. A false accusation of sexual harassment will be treated as a disciplinary offense and will result in a level of punishment appropriately for a person actually engaging in such behavior.

A person who knowing or recklessly fails to give truthful statements to the Affirmative Action Officer shall also be guilty of having made false accusations.

### EMPLOYMENT INFORMATION

#### Outside Employment

Outside employment will be subject to any relevant provisions in a collective bargaining agreement. In the absence of appropriate contractual language, a written request to engage in outside employment shall be submitted to the City Manager or his/her designee for approval. Notice of any approved outside employment will be given by the City Manager to the appropriate department head and Payroll Supervisor. The Department Head, City Manager or designee may approve or deny such as request.

#### Change of Vital Information

An employee is responsible for notifying the Payroll office within three (3) work days of any change in name, address and/or phone number. Further, it is an employee's responsibility to ensure that all necessary information for taxes and health benefits is kept current and accurate.

#### Employee Assistance Program

The City will offer an Employee Assistance Program (EAP) through the insurance carrier or as a stand-alone activity. To the fullest extent possible under the law and/or existing contracts, an employee shall seek assistance by the EAP Provider for stress or other issues they feel are associated with the workplace.

### Driver's License Policy:

Any employee whose work requires that the operation of City vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. If the license is required for job duties, the employee may face disciplinary action up to and including termination.

Any employee performing work which requires the operation of a City vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance, is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a City vehicle shall be subject to possible termination.

Any information obtained by the City in accordance with this section shall be used by the City only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

### Medical Examinations

Some employees are required to have a medical examination prior to employment by the City. The examination will be performed by a physician designated by the City at no cost to the employee. Some employees, as required by State and Federal Law, must take medical examinations during employment. Employees required to take medical examinations during employment should consult their supervisor for the appropriate policy and/or procedure for the examinations.

### Work Related Injuries and Worker's Compensation Policy

All injuries sustained on the job must be reported to the employee's supervisor within seventy-two hours and this information shall be provided to the insurance carrier. Failure to report injuries and/or complete notification requirements in a timely manner may result in disciplinary action up to termination.

Employees should consult the appropriate Supervisor or Department Head for the proper procedure for reporting an injury and if necessary, the injury leave process.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The City covers workers compensation benefits (through its membership in a joint insurance fund) (with a self-insurance plan). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the applicable insurance coverage and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in a bargaining agreement, the City will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to NJSA 11A:6-8.

#### Use of Automobiles

Certain City officials, by virtue of their position, are assigned City cars for use on City business. Other employees, from time to time, be required to use a car for City business. All vehicles shall be lettered as per IRS Publication 15b. Non-City employees are prohibited from riding in City vehicles for non-work related matters. If you are required to transport a citizen, you must have permission of your supervisor or department head. Any employee's use of a City vehicle is to be authorized by the City Manager only. Only emergency first responders, staff who routinely responds to emergent needs after normal work hours, police managers with oversight and investigatory status, the top two law enforcement personnel and positions that are fully grant funded may utilize City vehicles for take home use and all usage will be done in accordance with IRS Publication 15b. The following list may utilize a City vehicle to travel to and from the City. The City Manager must sign off on any new requests for an employee to utilize a City vehicle:

- Police Chief
- Deputy Police Chief
- Police - Office in charge of the Street Crimes unit
- Public Works Superintendent/Director
- Public Works - Deputy Director
- Public Works – Sewer Plant Manager (highest ranking employee)

- Construction Code Official
- Director of Community and Social Services
- Social Worker – only if position is grant funded and responds to weekend and off hour calls
- Fire Chief
- Fire Official

### Auto Accidents

If you are involved in a motor vehicle accident while driving on behalf of the City you must:

1. Notify the police immediately. Request an ambulance for any injured persons.
2. Obtain the other driver's name, address and license number from their driver's license. Also obtain all drivers' insurance information.
3. Obtain the name and address of anyone injured.
4. Obtain the name and address of any witnesses.
5. Get a description of the vehicle such as color, make, body style and license plate number.
6. Do not discuss fault with anyone.
7. Report the details of the accident to your supervisor immediately.

### Pay Plan

On file in the City Manager's office is the current pay plan, classification plan and salary ordinance. Employees are hired, appointed or promoted into positions in the ranges stated in the classification plan and at the salary stated in the ordinance and any applicable contract. This information is also available in the Finance Department with the employee responsible for payroll.

### Disciplinary Action

Supervisors and/or the City Manager are charged with the responsibility of disciplining employees who do not conduct themselves in the best interest of the City of Asbury Park and its citizens. All employees of the City of Asbury Park are expected to comply with rules of the conduct described in this manual, with the City Code, with all policies governing their department and with all lawful orders of their superiors.

The following examples of misconduct are cause for disciplinary action as prescribed by the Civil Service Commission rules. This list is not exhaustive, only illustrative:

neglect of duty  
 incompetency or inefficiency  
 incapacity due to mental or physical disability  
 intoxication while on duty  
 chronic or excessive absenteeism or tardiness  
 neglect, waste or destruction of City property  
 insubordination  
 disorderly or immoral conduct  
 falsifying documents  
 conviction of a crime  
 conduct unbecoming a public employee  
 other serious offenses and sufficient cause (N.J.S.A.4A:2-2.3)

Disciplinary action can consist of counseling, verbal warning, written warning, and suspension without pay, fine or termination. All discipline will be imposed in accordance with all applicable statutes and Civil Service Commission rules.

A disciplinary action may be initiated by a supervisor, department head or the City Manager. Copies of all written notices must be filed with the City Manager's office who will forward same to the Payroll Department for inclusion in that employee's personnel file. All suspensions and dismissals must be in writing and on appropriate Civil Service Commission or local forms. Some of these disciplinary actions can and will be "skipped" depending upon the severity of the alleged offense or misconduct.

There are two (2) types of disciplinary actions which may be filed against an employee.

- Minor Disciplinary Action – as found in (N.J.A.C. 4A:2-3.1).
- Major Disciplinary Action as found in (N.J.A.C. 4A:2-2.1)

Major Discipline may include but is not limited to:

1. Removal;
2. Disciplinary demotion;
3. Suspension or fine for five (5) working days at any one time;
4. Suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more.

The processing of all disciplinary charges and the implementation of any suspension or fines against an employee shall be conducted pursuant to statute and Civil Service Commission rules (See N.J.A.C. 4A:2-1.1, et seq.).

The causes of both minor and major discipline are found in N.J.A.C. 4A:2-2.3 General causes

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

#### Resignation

An employee must give at least fourteen (14) days written or verbal notice to his/her department head if he/she plans to resign, unless the appointing authority consents to a shorter notice. An employee may also be deemed to have resigned not in good standing if he meets the conditions set forth in N.J.A.C. 4A:2-6.2 Employees will be paid for unused vacation time minus any leave advanced to him/her that was not earned prior to the termination of employment. Failure to give sufficient written notice may jeopardize payment for unused vacation time. No payment shall be paid until all City property has been returned to the City Manager.

It is considered automatic resignation if an employee is absent from his/her job for a period of five (5) consecutive days without reporting the absence during said time period.

#### Retirement

An employee should give at least three (3) months' notice to his/her department head if he/she plans to retire. Applications must be prepared and approved prior to the effective date, which must be the 1<sup>st</sup> of

the month. All vacation and compensatory time must be used prior to the effective date of retirement except in cases as outlined in existing contracts and State law.

### Leave of Absence

Permanent employees may be granted a leave of absence without pay if they have compelling reasons. While on leave of absence, an employee does not receive a salary or health benefits and does not accumulate vacation or sick leave, but does retain all Civil Service Commission rights.

A leave of absence beyond one (1) year may only be granted for military service, and then only with the approval of the Civil Service Commission.

Reinstatement shall be consistent with all applicable laws and regulations. Employees must consult the appropriate collective bargaining agreement for the specific leave of absence policy which applies to their bargaining unit.

The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

### Grievance Procedures

A grievance is any controversy arising over the interpretation, application or alleged violation of the terms and conditions of a collective bargaining agreement, and may be raised by an employee, his/her union representative or the City.

The grievance procedure is set forth in your collective bargaining agreement.

Non-union employees may file a grievance directly with the City Manager's Office.

### Political Activity

Employees of the City are prohibited from engaging in political activities either in favor of or against any candidate, incumbent, or political party during working hours and/or in City buildings. Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using City time, supplies or equipment in any political activity. Any violation of this policy must be reported to the City Manager.

For those employees whose salary is paid by Federal funds, and department heads whose departments have received and spend Federal funds, there are several restrictions on political activity. These employees may not:

- be a candidate for office or work in a campaign representing a national or state political party;
- campaign for partisan candidates or political parties;
- register voters for any party only;
- collect contributions or sell tickets to political fund raising functions;
- hold office in a political club or party;
- circulate nominating petitions;
- use their official authority or influence for the purpose of interfering without affecting the result of an election or nomination for office; directly or indirectly coerce, attempt to coerce, command, or advise a State or Local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for political purposes. 5U.S.C.1500

#### Use of Influence

No City official or employee is permitted to use his/her position, City officers or influence over City affairs in an attempt to promote his/her own position, standing or finances or the position, standing or finances of others contrary to the interest of the City and its residents. Taking advantage of one's City position to influence City business for personal gain is an offense punishable by law. The State of New Jersey ethics law shall be the over-riding rule.

#### Acceptance of Gifts

It shall be the practice of the City of Asbury Park that the acceptance of gifts, regardless of the value amount, by an employee is not allowed.

#### Periodic Performance Evaluations

In addition to the probationary period, all employees will receive a formal performance rating. Your performance is important to the City. Once each year, your supervisor will review your job progress and help you to set new job performance plans.

The performance review program provides the basis for better understanding between you and your supervisor, with respect to job performance, potential and your development during your employment with the City.

Every employee's supervisor will fill out the City's Performance Evaluation Form as adopted and approved by the City Manager. No other form is acceptable for an employee evaluation.  
(See Appendix J)

Every employee may request a meeting with their department head to discuss their Evaluation Report.

#### Bulletin Board Policy:

The bulletin boards located in the City administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Department Director or City Manager may post, remove, or alter any notice.

### **Employee Dating Policy:**

The City recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the municipality also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the City has adopted the following policy on the subject of supervisor/subordinate dating.

If such a relationship exists or develops, both parties involved shall report the fact to the City Manager..

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title or civil-service classification, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the municipality.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them.

In Addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such

workplace relationships can cause favoritism, discrimination, unfair treatment for other interference with municipal operations.

Nothing in this policy alters an employee's at will status.

#### FRINGE BENEFITS

Employees of the City of Asbury Park are entitled to a number of fringe benefits from vacations to insurance protection. Eligibility for these benefits is displayed on the chart below, identifying employee status by Civil Service Commission classification. This policy for benefits is effective March 15, 2000 for all new City employees. This policy will not affect any employee who is eligible for benefits prior to March 15, 2000 but would not be eligible for benefits under the new policy.

| <b>Employee Status</b>         | <b>Permanent</b> | <b>Provisional</b> | <b>Temp and Seasonal</b> |
|--------------------------------|------------------|--------------------|--------------------------|
| Full-time ( hours)             | All benefits     | All benefits       | No benefits              |
| Part-time (Less than 29 hours) | No benefits      | No benefits        | No benefits              |

All fringe benefits are governed by the employee's appropriate collective bargaining agreement or State law. Non-union employees will receive, at least, the same benefits set forth in the AFSCME contract and additional benefits at the discretion of the City Manager. Questions regarding a non-union employee's benefits should be directed to the City Manager.

#### Leave Calculations

Employees should consult their appropriate collective bargaining agreement for the specific leave policy that applies to their bargaining unit. Non-union employees should consult with the City Manager for their leave policy.

Each employee shall be entitled to one (1) day for each month worked during the remainder of the calendar year of full-time employment. Beginning with the first full calendar year, the employee shall begin earning according to the collective bargaining agreement. If an employee terminates during the year, the leave will be re-calculated according to the actual time served. The employee will be paid for the unused vacation leave consistent with their labor contracts. An adjustment will be made in the employee's last paycheck for all leave advanced to him/her that was not earned prior to his /her termination. To receive credit for annual leave, an employee must be on an active work status. Leave cannot be taken in less than ½ day increments. Those employees whose leave records currently indicate hours or fractions of hours in credited leave will have those records adjusted to the nearest ½ day.

### Submission of Leave Slips

Each employee should consult their appropriate collective bargaining agreement for the specific policy on the submission of leave slips that applies to their bargaining unit.

All vacation, compensatory and personal leave (with the exception of emergencies) must be requested and approved prior to the start of said leave. Failure to abide by this may result in disciplinary action. Prior to approving said leave; all department heads must verify that said leave is available to the City Manager's approval. Leave should be requested, at a minimum, seventy-two hours (72) in advance. The City recognizes that emergencies do exist.

### Holidays

Holidays are governed by the applicable collective bargaining agreements. For employees not covered by a collective bargaining agreement, the following holiday schedule applies:

City employees will receive the following holidays with pay, provided the department head determines that the absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall be paid as stated in the applicable contract.

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| New Year's Day                             | Labor Day                       |
| Martin Luther King Day                     | Columbus Day                    |
| Lincoln's Birthday                         | Veteran's Day                   |
| President's Day Birthday                   | Election Day                    |
| Good Friday                                | Thanksgiving Day & Friday after |
| Memorial Day                               | Christmas Day                   |
| Independence Day                           | Employee's Birthday             |
| Easter Sunday (only if worked on schedule) |                                 |

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed. The City Manager retains the right to grant all employees off on any other holiday not specified above.

Sick days are not permitted before and/or after a scheduled holiday or vacation. In the event of an emergent sickness, then a doctor's note must be provided or you will not be paid for the scheduled day off.

### Sick Leave

Sick leave is governed by the applicable collective bargaining agreements. Any employee, who is out sick for five (5) days or more, must return to work with a doctor's note. A doctor's note may be requested, at the discretion of the Department Head, for absences less than three (3) days. Non-union employees may be requested, at the discretion of the City Manager, to provide a doctor's note for absences totaling less than five (5) days. For voluntary procedures, a doctor's note shall be required for estimated time off to ensure a department is staffed.

The City shall comply with all applicable standard, rules and regulations of the New Jersey Paid Sick Leave Act (A-1827) of 2018.

### Donated Leave Program

#### I. PURPOSE

Under a donated leave program, approved by the Commissioner of the State of New Jersey Civil Service Commission, employees of the City of Asbury Park may voluntarily donate whole accrued vacation and/or sick days to a fund for distribution to eligible co-workers who have exhausted all accrued leave time and compensatory time. This program is for employees who are suffering from a catastrophic illness or injury, which necessitates the employee's prolonged absence from work. Employees who are needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury may also use it. This program is authorized by the New Jersey Civil Service Commission in accordance with N.J.A.C.4A:6:22.

#### II. ELIGIBILITY

##### A. RECIPIENT:

An employee must meet the following criteria in order to be eligible to receive donated leave:

1. The employee must have at least one (1) year of continuous service with the City; and
2. The employee must: (a) be suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work; (b) need to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; and
3. The employee must have exhausted all earned and accrued paid leave time, including sick, vacation, personal and compensatory time; and
4. The employee must provide acceptable medical documentation for him/herself or the employee's immediate family member, which \_\_\_\_\_ of the City Manager or his/her designated agent. The medical documentation must indicate the diagnosis, date of onset, severity and prognosis;

5. The employee must apply to participate and consent to the posting of a notice of his/her need to participate in the program. If the employee is unable to consent to this posting his/her family must be able to consent on the employee's behalf; and
6. The employee must receive at least five (5) sick and/or vacation days from one (1) or more donor(s).

#### B. DONOR

To be eligible to donate sick and/or vacation leave to the fund, a donor must meet the following criteria:

1. The donor must be an employee of the City; and
2. The employee shall donate only whole vacation and/or whole sick days; and
3. The employee shall donate no more than ten (10) sick or vacation days to any one recipient.
4. If the employee is donating sick days, the employee must have at least twenty (20) remaining accrued sick days. If the employee is donating vacation leave, the employee must have remaining at least twelve (12) vacation days.
5. The employee must agree not to revoke any donated leave.
6. An employee may donate leave time to an eligible employee in another department or agency within the City.
7. The employee must apply to participate in the Program and be determined eligible to participate.

### III. DEFINITION

A catastrophic health condition or injury is a chronic illness or traumatic injury which is imminently life threatening or terminal and requires a prolonged absence from work. The catastrophic health condition or injury must be readily subject to diagnosis and verification by objective, medically acceptable clinic and laboratory diagnostic techniques. The catastrophic health condition or injury usually requires a specialized and intense course of medical treatment and/or therapy. The City may require an employee to be examined by a physician designated and compensated by the City to assess whether an illness or injury qualifies as catastrophic for purposes of this program.

### IV. CONDITIONS

1. The lifetime maximum an employee can receive under this program is one-hundred eighty (180) donated leave days.
2. Donated time cannot be revoked once the donation form has been signed.
3. Upon retirement, a recipient of donated leave shall not be granted

- any supplemental compensation for any donated leave time under any collective bargaining agreement or retirement system.
4. An employee shall not threaten or coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but are not limited to promising to confer or conferring a benefit such as appointment or promotion or making a threat to engage in, or engaging in, and act of retaliation against an employer. Any employee who violates this provision shall be subject to discipline.
  5. The donation of time under this Program shall not have any impact upon any attendance program or incentive plan for any employee, donor or recipient.
  6. Employees may donate to any City employee, regardless of department or bureau.

#### V. PROCEDURES

1. The donor and recipient must complete the appropriate form. The recipient must attach the necessary medical documentation to this form.
2. Within ten (10) work days from receipt of the intended recipient's application and medical documentation, the City Manager or his/her designated agent shall retain the sole discretion to grant or deny the recipient's request; which shall not be subject to arbitration under any Collective Bargaining Agreement.
3. If the City approves an employee as a leave recipient, the City shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employee's in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all Union representatives.

If the employee is unable to consent to this posting or circulation, the employee's family may consent on his/her behalf.

4. In an employee is determined to be eligible, he/she will be notified in writing of the decision,
5. While using donated leave time a recipient continues to accrue sick and vacation.
6. Upon return to work, termination or retirement, any unused donated leave shall be returned to the leave donor on a prorated basis.

Unused donated leave time is to be reaccredited in the type of leave given, i.e. sick time donated restored as sick time.

7. All time donated by an employee(s) shall be designated on all City records as Donated Time Donor ("DL-D") and shall not affect any attendance program.

8. A receipt of donated leave will not bar the City from filing disciplinary charges of chronic or excessive absenteeism, if applicable.

#### VI. TERMINATION OR SUSPENSION OF DONATED LEAVE PLAN

- A. The City may suspend or terminate the donated leave plan at any time, provided that thirty (30) days written notice is provided to the Commissioner, all affected employees and labor negotiations representative.

#### VII. FORMS

- A. The appropriate forms for the donated leave program are located in the Appendix of this manual.

#### Vacation Leave

Vacation leave is governed by the applicable collective bargaining agreements. Non-union employees receive the same vacation leave as set for the in the AFSCME contract.

#### Bereavement Leave

Bereavement leave is governed by the appropriate collective bargaining agreements. Non-union employees receive the same bereavement leave as set forth in the AFSCME contract.

#### Military Leave

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the City group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

#### Maternity Leave / Family Leave

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with City; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The City reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the (Personnel Administrator title).

Commencing July 1 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate

family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the City with 15 day notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the City with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. . A serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; *or*
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*
4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of 15 calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

#### Jury Duty

Employees who are summoned for service as juror will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he/she must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

#### Personal Days

Employees must consult their respective collective bargaining agreement for their number of personal days and procedure for utilization of them. All employees are prohibited from using personal days to extend vacation days; this may result in disciplinary action

Non-union employees receive the same number of personal days as set forth in the AFSCME contract.

### Hospitalization

Effective March 15, 2000 the City shall provide hospitalization and medical insurance for permanent employees and eligible dependents who work at least the minimum as required by law or contract. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. The employee is responsible for any co-payment required by the carrier. The effective date of coverage is the 1<sup>st</sup> day of the month following two (2) full months of service. This policy shall not exclude any employee who prior to March 15, 2000 received hospitalization benefits but works less than twenty-nine (29) hours a week. The Hospitalization policy is subject to change through collective bargaining or State statute.

### COBRA

You and your covered dependents will have the opportunity to continue medical benefits for a period of up to thirty-six (36) months under the provision of the Federal consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and your dependents would otherwise end because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a “dependent child” under the terms of the medical plan;
- you become divorced or legally separated;
- you become entitled to Medicare; or
- you die.

In the event of divorce, legal separation, or a child’s loss of dependent status, you or a family member must notify the Payroll Supervisor within sixty (60) days from the occurrence of the event.

The Payroll Supervisor will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

### Conference Leave and Training

The following Conference Leave and Training policy applies to non-union employees only. All other employees must consult the appropriate collective bargaining agreement.

The City realizes that the citizens of Asbury Park require a well trained work force. Accordingly, the City encourages its employees to participate in relevant training programs and has adopted a policy of paying reasonable costs for fees for seminars and training courses, subject to the availability of funds. Administrative guidelines for traveling expenses are issued through the City Manager’s Office.

A request for conference leave must be submitted in writing, to the City Manager. The request must include the number of days requested, the reason for the conference, the dates and an explanation of the relation the conference has to the employer’s position.

Employees are entitled to all normal pay and benefits while attending conventions, conferences and seminars relating solely to City business.

The City reserves the right to require those attending conferences to share the cost with the City. The formula for this will be established by the City Manager's office. Conference leave must be approved in advance, in writing, by the City Manager.

Upon return from the conference, all employees shall provide the City Manager a report of sessions attended and verification of said attendance. This maybe written or verbal.

### RETIREMENT SYSTEMS

#### Public Employees Retirement System – In accordance with State laws

All permanent employees and provisional employees after one (1) year of service must contribute toward a state plan which combines the Public Employees Retirement System (PERS) and Federal Social Security. Under the combination program, retirement, death and disability benefits are among the most liberal in the United States. In the event that you transfer to other public employment in the State of New Jersey, your continue membership in the PERS without interruption.

This Employee's Handbook will highlight various aspects of the retirement program. Further information on benefits, costs, etc., can be found in the booklet Public Employment Retirement System or the Police and Fire Retirement System. If you have additional questions that are not answered in the manual or in the above mentioned booklets, please contact the State of New Jersey Division of Pensions and Benefits.

1. Financing-Both the City and each member contributes to the program. The City pays its share of Social Service taxes and contributes towards the retirement and insurance benefits of the pension system.
2. Withdrawals – If you terminate your employment, you will be paid the amount of your aggregate contribution toward the pension, but you will not be paid your contributions toward Federal Social Security or insurance.
3. Borrowing - if you have thirty-nine (39) months of service in the pension system, you may borrow up to fifty percent (50%) of your contributions at a determined rate of interest. The loan may be no smaller than \$50 and is to be repaid through payroll deductions. You may borrow only twice in any one (1) calendar year. You may obtain the maximum amount you may borrow by calling the "automated Information system" at (609) 777-1777. Application forms for loans may be obtained on request from the Payroll Department.

#### 4. Retirement Benefits

Retirement is governed by various laws, rules and regulations of the State of New Jersey, labor agreements, employment contracts or other mechanisms that may change from time to time.

#### 5. Death Benefits

Death Before Retirement – Members under Non-contributory Plan only, the benefits is  $1 \frac{1}{2}$  x salary. Members under Non-contributory and Contributory plans, the benefit is 3x salary.

Death After Retirement – Every retired member will be covered by a paid-up life insurance policy equal to  $\frac{3}{16}$  x salary, except for disability retirements, which is equal to  $1 \frac{1}{2}$  x salary until the age of 60 years old, at which time it is reduced to  $\frac{3}{16}$ .

### PERSONNEL FILES

All employee records will be centralized in the Payroll Office. Police and Fire employees' files will be maintained by the Chief of Police or highest ranking law enforcement officer, and the Fire Chief. Every employee shall have established for them their own "employee jacket" or file which will contain written documentation of every action taken by them or for them from their date of hire to date of retirement/termination.

At least annually, the appropriate staff in each respective department will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;

- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Employee versus Independent Contract test for;
- Educational transcripts; and
- Any other pertinent information.

A separate file will be maintained for each employee by the Payroll, Fire and Police Department which shall contain records required to remain confidential by law and/or a collective bargaining Agreement.

ANY RECORD WHICH IS REQUIRED BY LAW TO REMAIN CONFIDENTIAL (INCLUDING MEDICAL INFORMATION) MUST BE SUBMITTED DIRECTLY TO THE CITY MANAGER OR THE highest ranking law enforcement official or FIRE CHIEF IN A SEALED ENVELOPE, FOR APPROPRIATE HANDLING. THE APPROPRIATE PERSON WILL THEN CONTACT YOU.

An employee's personnel and file (or portion thereof) is not to be assessable to any secretary or clerk, regardless of whether confidential, with the sole exception of the City Manager's confidential secretary.

## APPENDIX A

OFFICIAL BARGAINING UNITS FOR THE CITY OF ASBURY PARK – May not be exhaustive; please contact the Union or Union Representation for more information

## International Federation of Professional and Technical Engineers (IFPTE)

- General Office Employees
- Department of Public Safety Clerical Employees
- Municipal Court Clerical Employees
- Welfare Employees
- Senior Citizen Program Employees
- Sewerage Employees
- Department of Public Maintenance Employees
- Street Cleaning Employees
- Construction Code
- Beach Employees
- Office of Development Employees

## International Association of Fire Fighters (IAFF)

- Fire Fighters
- Captains
- Fire Prevention Specialists
- Fire Prevention Inspector
- Fire Prevention Sub-code Official
- Battalion Chiefs

## Patrolmen's Benevolent Association (PBA)

- Probationary Police Officers
- Police Officers
- Detectives

## Superior Officers Association (SOA)

- Sergeants
- Detective Sergeants
- Lieutenants
- Detective Lieutenants
- Captains
- Detective Captains

## The American Federation of State, County and Municipal Employees (AFSCME)

Assistant Chief Sewerage Plant Operator

Tax Assessor

Assistant Municipal Tax Collector

Tax Collector

Chief Sewerage Plant Operator

Assit. Public Works Superintendent

Construction Official

Beach Supervisor

Dir. of Community Development

Chief Housing Inspector

Dir. of Community Relations and Social Services

Mechanics Foreman

Dir. of Economic Development Program

Municipal Court Administrator

Supervisor of Senior Citizen Program

Planning Director

Program Coordinator/Facilitator

Program Monitor

Supervising Accountant

Public Health Nurse

Supervising Data Processing Operator

Sub-Code Official

Supervising Laborer

Supervising Maintenance Repair

APPENDIX B  
CEPA/DISCRIMINATION/SEXUAL HARASSMENT  
COMPLAINT PROCEDURE

COMPLAINT REPORT FORM

From: \_\_\_\_\_  
(Print)

Dated: \_\_\_\_\_

DETAIL COMPLAINT:

Signature of Complainant: \_\_\_\_\_

Department: \_\_\_\_\_

## APPENDIX C

## MATERNITY/FAMILY/MEDICAL LEAVE

Family Leave Act

The New Jersey Family Leave Act (N.J.S.A. 34:11:b-1et seq.:N.J.A.C 13:14-1et seq.) covers eligible employees who have been employed for twelve months or more and have worked 1,000 or more regular hours of work during the preceding twelve month period. Employees may be eligible for paid or unpaid leave, but unpaid leave will not be granted until employees have exhausted accrued paid leave.

Family Leave may be taken for up to twelve months within any 24 month period in order to provide care made necessary by reason of:

- a. the birth of a child of the employee
- b. the placement for adoption of a child with the employee
- c. the serious health condition of a family member of the employee. A “family member” means a child, parent, or spouse of the employee. (A guide to the statutory definition of “serious health condition” is provided in this appendix)

Eligible employees must provide an advance written request to take a family leave except in cases where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

Employees must request family leave on the New Jersey Family Leave and/or Federal Family and Medical leave Request Form, and a Family Leave request must be supported by a Certification or Health Care Provider. Employees shall provide the leave request no later than 30 days prior to the commencement of the leave for the birth or adoption of a child, or 15 days for the care of a family member (parent, spouse, or child) with serious health condition as defined. Copies of the certification and request forms are provided in this appendix.

Employees may be eligible for three types of leave:

Consecutive Leave, which is taken interruption for up to 12 weeks within any 24 month period;  
Reduced Leave, which is a non-consecutive leave of up to the equivalent of 12 workweeks or 60 days, which is taken in increments of not less than one workday, but less than one workweek at a time for not more than 24 consecutive weeks;  
Intermittent Leave, which is medically necessary non-consecutive leave consisting of intervals, each of which is at least one but less than 12 workweeks, within a consecutive 12 month period.

An employee on Family Leave may not engage in other full time employment during the term of the leave.

### Family and Medical Leave Act (FMLA)

The Federal Family and Medical Leave Act (29 U.S.C.2654 et seq.;29 CFR 821.100et seq.) covers eligible employees for certain defined leave events. Employees may be eligible for up to 60 days of paid or unpaid leave and must request family leave on the New Jersey Family Leave and/or Federal Family and Medical Leave Request Form, a copy of which follows. Leave requests must be supported by a completed, signed Certification of Health Care Provider, a copy of which follows.

Eligible employees must provide advance written request to take a family leave except where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

The City complies with Federal law in administering FMLA. Should City management question the validity of a medical certification, the City may require the employee to obtain a second opinion at the City's expense. If the opinions of the employee's and the City's health care providers differ, the City may require the employee to obtain a third final and binding opinion at the City's expense. The employee and the City are required to select a provider in good faith by joint agreement.

The FMLA request form follows.

Upon commencement of FMLA leave, the forms required by the employee are found on the Federal Department of Labor website here:

<http://www.dol.gov/whd/fmla/2013rule/militaryforms.htm>

NEW JERSEY FAMILY LEAVE AND/OR  
FEDERAL FAMILY AND MEDICAL LEAVE  
REQUEST FORM

TO BE COMPLETED BY THE EMPLOYEE AND SUBMITTED TO THE EMPLOYEE'S SUPERVISOR FOR  
PROCESSING TO THE CITY OF ASBURY PARK

Employee Name/Job Title: \_\_\_\_\_

\_\_\_\_\_

Department: \_\_\_\_\_

I am hereby requesting family/medical leave due to (check one):

- ☐ The birth of my child, or the placement child with me for adoption or foster care
- ☐ A serious health condition that makes me unable to perform the essential functions of my job.
- ☐ A serious health condition affecting my spouse/child/parent (circle one) for which I am needed to provide care.

I will need this leave beginning on \_\_\_\_\_

I expect this leave to continue on or about \_\_\_\_\_

I am seeking the following type of leave (check one):

Consecutive Leave (taken without interruption for up to 12 straight weeks)

Reduced Leave (nonconsecutive leave taken in increments of not less than one day but less than one workweek at a time up to the equivalent of 12 workweeks over a period of not more than 24 consecutive weeks)

Intermittent Leave (medically necessary non-consecutive leave of intervals of one to twelve workweeks within a consecutive 12 month period.)

## TO THE EMPLOYEE:

Please read the following paragraph and sign below to indicate your understanding of the same. If you have any questions, please inform your supervisor:

I, the above named-named employee, understand that I have a right to up to twelve weeks of unpaid leave under the FMLA in a 12-month period, for the reasons listed above, and that I may be eligible for paid leave for the same reasons under the New Jersey Family Leave Act, provided I have worked for 12 months or more and have worked 1,000 or more regular hours of work during the preceding 12 months. I understand that my health benefits must be maintained during any period of unpaid leave and under the same conditions as if I had continued to work, and that I must be reinstated to the same or an equivalent job with the same pay, benefits, terms and conditions of employment on my return from leave. I also understand that I may not engage in any other full time employment during the term of the leave. If I do not return to work following FMLA or family leave for a reason other than; (1) the continuation, recurrence, or onset of a serious health condition which would entitle me to FMLA leave; or (2) other circumstances beyond my control, I may be required to reimburse the City for its share of health insurance premiums paid on my behalf during my FMLA leave.

I have read the comparison chart of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act located in Appendix C of the City of Asbury Park Personnel Manual. I am requesting a leave under:

- ☐ Federal Family and Medical Leave Act or;
- ☐ New Jersey Family Leave Act

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

---

TO BE COMPLETED BY THE CITY MANAGER

Circle One:

REQUEST IS:

APPROVED

DISAPPROVED

\_\_\_\_\_  
(City Manager)

\_\_\_\_\_  
Date

Appendix D DONATED LEAVE

PROGRAM DONOR

## TRANSFER FORM

TO BE COMPLETED BY THE DONOR AND SUBMITTED TO THE DONOR'S SUPERVISOR FOR PROCESSING TO  
THE CITY OF ASBURY PARK

I HERBY DIRECT THE City of Asbury Park to transfer \_\_\_\_\_ vacation day(s) and/or \_\_\_\_\_  
sick day(s) to the donated leave fund to be used by \_\_\_\_\_ (specify  
name of intended recipient).

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_

FOR USE BY THE CITY:

Your request to transfer the above sick day(s) \_\_\_\_\_ has been approved \_\_\_\_\_.  
has been disapproved \_\_\_\_.

Reason(s) if disapproved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Attachment: Personnel Manual 2019 draft redline (2019-179 : Adopting the Personnel Policy for 2019)

Appendix E Donated Leave  
Program

DONATED LEAVE REQUEST FORM

THE FORM MUST BE COMPLETED BY THE RECIPIENT AND SUBMITTED TO THE RECIPIENT'S SUPERVISOR  
FOR PROCESSING TO THE CITY OF ASBURY PARK

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3a. I have attached a doctor's certification attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:  
\_\_\_\_\_
- 3b. I have attached a doctor's certification attesting to the nature of \_\_\_\_\_  
(name) catastrophic health condition or injury. This person is my \_\_\_\_\_  
(specify family relationship).
4. I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that receipt of donated leave will not preclude the City from filing disciplinary charges, if applicable.
8. I represent that I have used all of my accrued leave (sick/vacation and personal) and/or compensatory time prior to receipt of any donated leave time.

|                    |             |
|--------------------|-------------|
| Recipients Name:   | Office Tel: |
| Signature:         | Date:       |
| Recipients Depart: |             |

## Appendix F

DEPARTMENT HEAD  
REQUEST FOR NEW HIRE/PROMOTION

This form is to be used by Department Heads ONLY

Use this form to request the hire of new employees and promotional requests. Complete this form and submit to the City Manager for approval prior to beginning your search for new employees or requesting a list from the Civil Service Commission.

DEPARTMENT \_\_\_\_\_

TITLE: \_\_\_\_\_ NUMBER OF POSITIONS: \_\_\_\_\_

Circle one: FULL TIME PART TIME

TEMPORARY EMPLOYMENT? YES NO

NOTIFICATION OF TEMPORARY STATUS: \_\_\_\_\_

Circle one: NEW HIRE PROMOTION

IF PROMOTION, SPECIFY TITLE CHANGE:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

RESIDENCY – Circle One

ASBURY PARK ONLY COUNTY SURROUNDING COUNTIES STATE

BUDGET ALLOCATION

Circle One: GRANT ALLOCATION REGULAR (NON –GRANT)

IF GRANT, SUPPLY INFORMATION REGARDING THE SPECIFICS OF THE GRANT:

APPROXIMATE HIRE DATE: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_  
(Print Name) (Signature)

TO BE COMPLETED BY THE CITY MANAGER

Circle One:  
REQUEST IS APPROVED DISAPPROVED

City Manager (Date)

## Appendix I

## COMMERCIAL DRIVERS LICENSES DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF ASBURY PARK

PURPOSE:

The purpose of this program is to comply with federal and state statutes which require drug and alcohol testing for commercial drivers licensed Employees, and maintain a safe drug free work environment. The requirements below may not be exhaustive and the City reserves the right to follow laws, regulations, rules, etc. promulgated by the Federal government, State of New Jersey, the City's insurance carrier(s), or other parties.

AUTHORITY:

This policy is intended to comply with all applicable federal and state statutes which relate to regulations relating to Commercial Drivers Licensed Employees, including but not limited to the following.

49 CFR Part 40: Procedures for Transportation Workplace Drug Testing Programs.

49 CFR, Part 391: Subpart H, Controlled Substance Testing, Covering Federal Highway Administration (FHWA) and controlled drivers.

Section 382-401 Federal Motor Carrier Safety Regulations

49 CFR, Part 394: Notification and Reporting of Accidents

CITY OF ASBURY PARK POLICY:

In an effort to ensure that the City of Asbury Park complies with Department of Transportation Regulations, a drug and alcohol testing program will be in effect for all commercial drivers licensed holders, hereinafter referred to as employees. This program will provide for pre-employment, random, post-accident testing, reasonable suspicion, return to duty, and follow-up testing. The City has retained an independent contractor, (Hereinafter referred to as the agent), to manage and administer the testing program.

Any employee possessing a commercial driver license reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor will first seek another supervisor's opinion of the employee's status. The supervisor will subsequently consult privately with the employee about the observation. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be required to be tested for alcohol and illicit substances, depending on the supervisory determination of the observed impairment. (Under no circumstances will an impaired employee be allowed to drive.)

Prescription drugs prescribed by the employee's physician which do not adversely affect safety or work performance may be taken during working hours. The employee should notify the supervisor of the use

of any properly prescribed prescription drugs which may adversely affect the employee's work performance. The abuse of prescription drugs will not be tolerated.

#### TESTING PROCEDURES:

The Department of Transportation rules require drug and alcohol testing for employees possessing Commercial Driver's licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing. Below you will find explanations of how this testing will be performed.

#### Drug Testing:

All drug testing required by the City of Asbury Park will be performed in accordance with Department of Transportation guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana, and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under Department of Transportation guidelines by a City employee.

Drug testing shall be by urinalysis using split samples. Split sample testing requires the specimen be divided into two separate bottles during the collection process. These two bottles are designated as (1) the primary specimen which shall contain no less than 15 ml of urine, and (2) the "split" specimen which shall contain no less than 15 ml of urine. Upon arrival at the laboratory the primary specimen will be opened and tested. In the first screening test, immunoassay techniques are used to screen urine specimens for classes of drugs. In the second or confirmation test, any positive results found in the first screening will be confirmed using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of specific drugs. Not test result will be reported by the laboratory to the Medical Review Officer (MRO) as a positive drug test result unless both the initial screening test and the confirmation test are positive.

The laboratory shall report the test results to the Medical Review Officer (MO) who shall evaluate the chain of custody, urine custody form, and test results. If a test is reported positive by the laboratory, the MRO will interview the employee to make an independent evaluation of whether the test should be reported as negative or positive. The MRO will report the results of a drug test to the City's designee.

Should an interview with the employee be necessary, the MRO will make two attempts on consecutive business days to call the employee. Should the MRO fail to make contact, he/she shall contact the City's designated representative to request that the employee contact the MRO.

The City's designated representative shall inform the employee of the MRO request in a confidential matter. Failure to respond within five days will be noted by the MRO when positive results are reported. If the MRO and the City's designated representative re unable to contact the employee; the employee may be placed on unpaid medical leave pending dismissal. It is the employee's responsibility to provide a phone number at which he/she can be contacted on the chain of custody form.

#### Alcohol Testing:

The Department of Transportation rules require breath testing for alcohol. This testing must be done using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). This testing can only be performed by a Breath Alcohol Testing Technician (BAT) that is certified in the equipment being used. The testing rules, regulations and outcomes shall follow Federal and State rules.

#### PRE-EMPLOYMENT TESTING:

All prospective employees applying for positions that require a commercial Driver's License will be required to undergo a pre-employment test for the presence of illicit drugs. Receipt by the City of negative test results is required prior to engaging in any safety sensitive function or an offer to employment. A positive test result will disqualify an applicant from further consideration at that time.

Failure to keep an appointment with the agent, which was previously agreed to by both the prospective employee and the Agent, will be viewed as an attempt to elude the testing or alter its results. No further consideration for employment will be given the prospective employee at that time.

#### **Employability Proof:**

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

#### **RANDOM TESTING:**

All employee's covered by service contracts which require random testing and all employees who must have Commercial Driver's License to perform their duties for the City will be subject to random, unannounced alcohol and drug testing. Selection criteria, number of tests and test frequency will be determined by the language of FHWA regulations and will be communicated to employees by City management of Agent.

Upon notification of selection, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to elude the test or alter its results and could result in disciplinary action up to and including termination.

#### **REASONABLE SUSPICION TESTING:**

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long and short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to, the following:

Adequate documentation of unsatisfactory work performance or on-the-job behavior.

Physical signs and symptoms consistent with substance abuse.

Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, alcohol, or drugs.

Fights, assaults, or flagrant disregard of violations of established safety, security or operating procedures.

Reasonable cause testing determination will be made by a supervisor of City official who is trained to detect the signs and symptoms of drug and alcohol use and who can reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to substance abuse. If another supervisor or City official is immediately available, he/she will verify that there is reasonable cause before the employee is transported to the agent's facility. At no time will this determination be made on the basis of third party reports without verification.

Note: Employees are cautioned that various over-the-counter and prescribed medications can adversely affect ability to operate vehicles and other equipment. It is the employee's responsibility to report to work each day fit for his or her duties.

Employees who are deemed to require a fitness for duty evaluation based on reasonable cause will be sent to a health facility of the City's choice. The attending physician will make every attempt to determine the cause of the observed behavior, including authorizing, when his/her medical opinion dictates, an additional alcohol or drug test which is more comprehensive than that required by FHWA, state or contractual requirements. Employees will be placed on unpaid medical leave of absence until the results of the examination are received by the City. Receipt of a negative drug test result and/or doctor's statement that the employee was and is fit for duty is required prior to continued employment. Employees who are returned to duty by this means will be reinstated without prejudice.

Employees who are medically determined to be temporarily unfit to perform their duties, but who test negatively for alcohol or drugs, will return to duty when they obtain the original examining doctor's written statement that they are fit for duty.

#### DISCIPLINARY ACTION

(This section applies only to those who test positive for random or Reasonable Cause.)

Alcohol Testing Positives:  
.02-.039

Employees who test positive during alcohol breath testing (first offense) in the range of .02 to .039 will be suspended from work for a minimum of twenty-four hours and be required to pass a return-to-duty breath alcohol test before returning to work. In addition, the employee will be subject to disciplinary action. (All return-to-duty testing will be done at the employee's expense.)

Employees who test positive during alcohol breath testing (first offense) in the range of .04 or higher will be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.
2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.
3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City . (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

Employees who test positive during alcohol breath testing (second offense) in the range of .04 or higher may be terminated.

#### DRUG TESTING POSITIVES:

Employees who test positive during drug testing (first offense) may be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.
2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.
3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City. (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

An employee who test positive during drug testing (second offense) may be terminated.

In any cases where an employee who test positive during a random or reasonable suspicion test is required to remain out of work for a period of more than two (2) weeks, the City reserves the right to fill that position.

#### POST ACCIDENT TESTING:

Any employee involved in an accident will be required to submit to a post-accident alcohol and drug test if instructed to do so by a police officer, a Supervisor of the city of Asbury Park, City Manager or if:

1. The driver's performance either contributed to an accident or cannot be discounted as a contributing factor to the accident.
2. The driver involved in an accident receives a citation for a moving violation.
3. There is a fatality as a result of an accident.
4. The accident meets the Department of Transportation criteria for an accident that requires such testing.

When a post-accident test is indicated, the City will make every effort to have said test performed within two hours of notification of the accident. At no time will a period of more than eight hours transpire between notification and testing. Documentation of the entire post-accident procedure should be made by all personnel involved in the notification and testing process.

Receipt by the City of a negative alcohol and drug test result is required prior to return to duty. A positive test result may disqualify an employee from further employment or reinstatement at that time or any time in the future. Refusal to comply with the testing process will be considered insubordination and will subject the employee to the same disciplinary action as a positive result.

#### RETURN TO DUTY TESTING:

(All return-to-duty testing is done at the employee's expense.)

When the employee is cleared to return to work after a positive random or reasonable suspicion test, he/she will be required to pass an alcohol and drug test. Upon receipt of a negative finding, the City will review the employee's employment and will then determine whether or not the employee will be allowed to return to work. If an employee is allowed to return to work, he/she will be subject to follow-up testing, as determined by the City.

#### FOLLOW-UP TESTING:

(All follow-up testing is done at the employee's expense.)

Any employee returning to work with the City after being suspended for a positive alcohol or drug test or returning to work after a leave of absence for voluntary substance abuse treatment will be subject to random follow up testing. The employee will be tested at least six (6) times in the first twelve months after returning to duty, and may be subject to follow-up testing for up to sixty (60) months.

Any employee who test positive for drugs or alcohol during the follow-up testing process may be terminated.

#### CONFIDENTIALITY OF TEST RESULTS:

The results of any drug test will be reported and recorded in a confidential manner. Allowable communication of medical or test results will follow guidelines established in 49 CFR, Part 40. The results will not be reported to any additional parties without the employee's written authorization, except as outlined in 49 CFR, Part 40. A copy of the individual's test results will be available upon request.

#### QUALITY ASSURANCE OF TESTING PROGRAM:

The City, through its agent, will take steps in its arrangements for testing to ensure that the laboratory is certified by SAMHSA/NIDA and meets the requirements of the U.S. Department of Transportation (DOT).

The chain of custody for any urine sample shall be maintained at all times. If the chain of custody is broken, after the tamper-proof seal is applied, the employee shall be re-tested at the City's expense.

Any employee who receives a positive test result will have the right to ask the City's Medical Review Officer (MRO) to re-test the sample at a NIDA certified laboratory of the employee's choice at the employee's expense.

The City, through its Agent, will make every effort to ensure that the equipment being used for alcohol breath testing meets all the requirements of the Department of Transportation and that all testing will be performed by a qualified Breath Alcohol Technician.

#### SUBSTANCE ABUSE RELATED BEHAVIOR:

Any employee engaging in the manufacture, distribution, dispensing, possession or use of prohibited substance on City premises, in City vehicles, or while on City business will be immediately discharged. Any manufacture, distribution, dispensing, possession, or use of prohibited substances by any employee in any manner which affects the employee's job performance, or which may cause the public or government or corporate body to lose confidence in the City's ability to perform its responsibilities, will result in disciplinary action up to and including termination. Law enforcement officials could be notified, as appropriate, where criminal activity is suspected. Any employee convicted of violating a criminal drug statute will notify the designated City representative within five day of such conviction.

An employee who refuses to comply with a request for drug testing shall be considered as having produced a positive test result and may be discharged. Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination adulteration, or substitution, may be terminated for insubordination. In the event that the laboratory detects any substance which has been added to the sample to interfere with the normal testing process will be considered a "refusal to test" and the same sanctions will apply.

The City reserves the rights to inspect, investigate, and search for controlled substances at any time, with or without prior notice, on or in any and all City premises and vehicles. Refusal to cooperate with any inspection, investigation, or search that is authorized by a City representative may result in termination for insubordination.

#### EMPLOYEES VOLUNTARILY SEEKING HELP:

The City strongly encourages an employee with drug/alcohol abuse problem to voluntarily step forward to tell the City.

The City will assist in referring the employee to community assistance programs. An unpaid leave of absence will be granted for a reasonable period for treatment. The City will make every effort to hold the employee's position during the rehabilitation process, though this cannot be guaranteed.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the City only after there has been (1) a positive drug test, (2) violation of a City rule or standard, (3) a violation of law, or (4) a violation of this policy, the same conditions outlined in Sub-section A of the Return To Duty section of this policy shall apply. If an employee fails to remain drug free after the first voluntary rehabilitation, he/she could be terminated.

#### TRAINING:

In an effort to educate employees in the dangers of drug use and the City's commitment to keeping drugs out of the workplace, each employee will receive information covering the dangers of substance abuse, The City's commitment to an alcohol and drug free workplace, and the penalties for violation of this policy are described elsewhere.

## APPENDIX J

Note: This is an Excel file pasted into this document; electronic version available from the City Manager

## City of Asbury Park Performance Appraisal

|                |  |                 |  |
|----------------|--|-----------------|--|
| Employee Name: |  | Date of Review: |  |
| Department:    |  | Job Title:      |  |

### Section One: General Performance Evaluation

|                                                                                                               |                 |
|---------------------------------------------------------------------------------------------------------------|-----------------|
| I. KNOWLEDGE OF WORK – Demonstrates an understanding of the job requirements, methods, techniques and skills. |                 |
| <i>Narrative, if necessary</i>                                                                                | Rating (1 to 5) |

0

|                                                                                                               |  |
|---------------------------------------------------------------------------------------------------------------|--|
| II. PRODUCTIVITY – Produces a volume of work consistent with the performance standards assigned the position. |  |
|---------------------------------------------------------------------------------------------------------------|--|

|                                |                 |
|--------------------------------|-----------------|
| <i>Narrative, if necessary</i> | Rating (1 to 5) |
|--------------------------------|-----------------|

0

|                                                                                                                            |  |
|----------------------------------------------------------------------------------------------------------------------------|--|
| III. JUDGMENT –Interprets and applies rules and directions sensibly, and makes sound decisions based upon available facts. |  |
|----------------------------------------------------------------------------------------------------------------------------|--|

Attachment: Personnel Manual 2019 draft redline (2019-179 : Adopting the Personnel Policy for 2019)

|                                |                        |
|--------------------------------|------------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|                                | 0                      |

|                                                                                                              |                        |
|--------------------------------------------------------------------------------------------------------------|------------------------|
| IV. COMMUNICATION – Organizes and presents thoughts in an effective manner, both orally and through writing. |                        |
| <i>Narrative, if necessary</i>                                                                               | <i>Rating (1 to 5)</i> |
|                                                                                                              | 0                      |

|                                                                                                                                                        |                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| V. PUBLIC RELATIONS – Maintains a professional and courteous demeanor with members of the public. Responds to requests in a helpful and timely manner. |                        |
| <i>Narrative, if necessary</i>                                                                                                                         | <i>Rating (1 to 5)</i> |
|                                                                                                                                                        | 0                      |

|                                                                                                                                              |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| VI. DEPENDABILITY – Demonstrates a responsible attitude; performs duties in an accurate and dependable manner with a minimum of supervision. |                        |
| <i>Narrative, if necessary</i>                                                                                                               | <i>Rating (1 to 5)</i> |
|                                                                                                                                              | 0                      |

|                                                                                                                |                        |
|----------------------------------------------------------------------------------------------------------------|------------------------|
| VII. WILLINGNESS TO LEARN – Demonstrates an aptitude to acquire and retain knowledge relative to the position. |                        |
| <i>Narrative, if necessary</i>                                                                                 | <i>Rating (1 to 5)</i> |
|                                                                                                                | 0                      |

|                                                                                                                                                    |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| VIII. INITIATIVE – Demonstrates an ability to think independently. Originates innovative ideas and methods to improve job or complete task better. |                        |
| <i>Narrative, if necessary</i>                                                                                                                     | <i>Rating (1 to 5)</i> |
|                                                                                                                                                    | 0                      |

IX. ATTENDANCE RECORD – Number of sick days used (attendance over prior twelve months).

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

XI. OVERALL PERFORMANCE – Overall appraisal of the employee's job performance.

| <i>Narrative, if necessary</i>     | <i>Rating (1 to 5)</i> |
|------------------------------------|------------------------|
| Janice's over performance is good. | 0.0                    |

### Section Two: Specific Items From Job Description

COOPERATION – Good coordination and effecting working relations with other employees

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

REPORTS – Reports are prepared in a timely fashion and with required deadlines.

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

ACCURACY - Correspondence, reports and related items are produced in mistake free and accurate.

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

|                                |     |
|--------------------------------|-----|
| Average Rating of all Sections | 0.0 |
|--------------------------------|-----|

|   |                                                                                                                                                                   |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>UNSATISFACTORY::</b> Fails to meet standards or expectations on more than half the job performance factors. Individual consistently fails to achieve standard. |
| 2 | <b>IMPROVEMENT NEEDED:</b> Some areas of the employee's performance fall below what is expected. Employee does not consistently meet expectations.                |

Attachment: Personnel Manual 2019 draft redline (2019-179 : Adopting the Personnel Policy for 2019)

|   |                                                                                                                                                                      |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>MEETS EXPECTATIONS:</b> Employee regularly performs tasks and achieves standard or expectations. Consistently achieves standards.                                 |
| 4 | <b>ABOVE EXPECTATIONS:</b> Employee's performance is consistently beyond expectations. More than half of the job performance factors fall above normal expectations. |
| 5 | <b>EXCEPTIONAL:</b> Employee performs all tasks in an exceptional manner. Stand among peers.                                                                         |

### Section Three: Strengths, Areas of Improvement & Action Plan

I. STRENGTHS: – Summarize the areas in which the employee does well and include suggestions for further development of these strengths.

II. AREAS FOR IMPROVEMENT: – Outline the areas in which the employee could improve performance.

III. ACTION PLAN: – List specific action steps that can be taken in the coming year to improve employee's performance. Include specific goals and objectives where possible.

|                      |  |                                 |  |
|----------------------|--|---------------------------------|--|
| Supervisor:          |  | Date Discussed<br>With Employee |  |
| Employee's Comments: |  |                                 |  |

Further Comments by Supervisor:

Employee Signature:

Date:

|                     |  |
|---------------------|--|
| Date of Last Review |  |
| Date of Next Review |  |

### Receipt of Employee Handbook

City of Asbury Park  
1 Municipal Plaza  
Asbury Park, NJ 07712  
(732) 775-2100

This confirms that I received a copy of the City of Asbury Park Employee Handbook. I understand that the Handbook contains management guideline only and that the City expressly reserves the right to change, modify, or delete the rules, policies, and benefits contained in the Handbook at any time. The City shall have the maximum discretion permitted by Law and Civil Service Regulation to administer, interpret, modify, discontinue or enhance any policy or rule. No statement or representation by a representative of the City, whether oral or written, can supplement or modify this Handbook. I also understand it is my responsibility to read this Handbook.

I understand that neither this Handbook nor any other communication by a management representative, whether oral or written, is intended to in any way create a contract of employment. Since employment with the City is voluntarily entered into, I am free to resign at any time. Similarly, the City may terminate this employment relationship whenever it believes it is appropriate.

Lastly, I understand that bargained contracts and other operating procedures may take priority over this Handbook.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Union (if applicable)

### PURPOSE OF THIS PERSONNEL MANUAL

This Personnel Manual is intended to present an overview of employment with the City of Asbury Park. The manual outlines certain Civil Service Commission policies, certain City employee benefits and policies and other information to assist employees during their employment with the City. Each employee of the City has both the right and the responsibility to know and understand the operation policies and procedures which govern employment with the City of Asbury Park. This manual has been prepared and distributed as a way to communicate that information.

To the maximum extent permitted by law, the employment practices of the City shall operate under the legal doctrine known, as "employment at will." Within Federal and State law, (including the New Jersey Civil Service Act) and any applicable bargaining unit agreement, the City shall have the right to terminate an employee at any time and for any reason, with or without notice, except the City shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

### **DISCLAIMER....**

**THIS MANUAL IS TO BE USED AS A GUIDE ONLY AND IS NOT A CONTRACT BETWEEN AN EMPLOYEE AND THE CITY.** If more detailed information is necessary, contact your Supervisor for guidance. This manual may be changed and/or supplemented at any time throughout the year, at the discretion of the City Manager to provide clarification. The governing body may "codify" the Manual annually if substantial changes have been implemented or proposed.

Most City employees are covered by a Collective Bargaining Agreement between the City and their bargaining unit. This personnel manual is provided to all employees of the City. **Employees covered by a contract (Collective Bargaining Agreement) shall refer to the contract for exact language on personnel policies not covered in this manual or which may conflict with this manner. THE CONTRACT CONTROLS THE EMPLOYMENT OF A UNION EMPLOYEE.**

Periodically, changes in laws, administrative code, policies regulatory agency rulings, Transitional Aid or other types of aid requiring agreements with other funding agencies, consent decrees or similar directors and contract rulings may require revisions or additions to this manual which will be issued by the City. In the event any statement herein conflicts with law, administrative code, regulatory rules or contract, the applicable law, administrative code, ruling or contract shall govern.

City employees are responsible for safeguarding and maintaining in good order their Personnel Manual which is issued on hire. Employees are also required to return their Personnel Manual on termination of their employment, for any reason(s). Every employee will sign for this Personnel Manual and a record acknowledging receipt will be kept in his/her personnel folder. A replacement manual will be provided to an employee who has lost his/her manual at the employees' cost.

**Manual Effective Date – May 8, 2019 via Resolution 2019-XX**

## CITY OF ASBURY PARK GOVERNMENT

### FORM OF GOVERNMENT

The form of government for the City of Asbury Park adopted by public referendum on November 5, 2013, and effective January 1, 2015, shall be known as the "Council-Manager Plan," N.J.S.A. 40:69A-81 to 40:69A-98, under the Optional Municipal Charter Law, also known as the Faulkner Act. The form of government provided in N.J.S.A. 40:69A-81 through 40:69A-98, together with N.J.S.A. 40:69A-26 to 40:69A-30, and 40:69A-150 to 40:69A-210, shall govern the City of Asbury Park, the voters of which have adopted this plan pursuant to law

### THE CITY COUNCIL

As per the City Code, the City Council members shall be elected by the voters of the City through non-partisan regular municipal elections under the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-5 et seq., at the general election held on the first Tuesday after the first Monday in November or at such other time as may be provided by law for holding general elections, and the term of office of the City Council members shall begin on January 1 next following their election. (N.J.S.A. 40:69A-83.1)

The City Council members elected at the first election following the adoption of the plan shall serve for the following terms: The Mayor shall serve for a term of four (4) years. The length of the respective term of the remaining members of the first City Council shall be determined by lot at the organization meeting, with one member of the first City Council serving for a term of four (4) years and three (3) members of the first City Council serving for terms of two (2) years each. This will initiate the staggering of terms. Thereafter, the term of each City Council member shall be for (4) years.(N.J.S.A. 40:69A-83.3)

The Mayor shall be elected directly by the voters of the City at the non-partisan regular municipal election held during the general election. At the first election following the adoption of the Council-Manager form of government under N.J.S.A. 40:69A-81 et seq., and each appropriate subsequent election, one position of City Council member to be elected at large shall be designated and voted for under the title of Mayor, and candidates for the position shall be clearly designated as candidates for Mayor in their respective nominating petitions.(N.J.S.A. 40:69A-86)

The Council members comprise the policy-making body of the City government and as such, have the authority to do all that is necessary to promote and maintain the health, safety and welfare of the citizens of the City of Asbury Park.

### THE CITY MANAGER

The City Manager shall be chosen by the City Council solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter

set forth. At the time of his/her appointment, he/she need not be a resident of the City, but during his tenure of office he/she may reside outside the City only with the approval of City Council. He/she shall have his or her principal residence in this State pursuant to N.J.S.A. 52:14-7.

(N.J.S.A. 40:69A-92) (N.J.S.A. 52:14-7)

The City Manager shall hold office for an indefinite term and may be removed by a majority vote of the City Council. At least thirty (30) days before such removal shall become effective, the City Council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his/her removal. The City Manager may reply in writing and may request a public hearing, which shall be held not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the City Council by majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the City Council may suspend the City Manager from duty, but shall in any case cause to be paid him/her any unpaid balance of his/her salary and his/her salary for the next three (3) calendar months following adoption of the preliminary resolution unless he/she is removed for good cause. For the purposes of this section, "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of N.J.S.A. 40:69A-163 through 40:69A-167, or the violation of any code of ethics in effect within the City.

(N.J.S.A. 40:69A-93)

The powers and duty of the City Manager are found in the City's Code.

#### EMPLOYEES OF THE CITY OF ASBURY PARK

The City of Asbury Park is a Civil Service Jurisdiction and therefore operates under the rules and regulations of the Civil Service Commission as set forth in N.J.S.A. 11a:1-1 et.seq. and N.J.A.C. 4a:1-1.1 et. As a City employee, you will be performing an important duty in rendering services to the citizens of your community. Learning your job, getting to know your fellow employees and getting to know how your government operates is your first step. You should be sure that you should report to your immediate supervisor at all times, unless a complaint or request is ignored.

Each employee, regardless of his or her position, may be the only representative of the City government with whom a number of people are acquainted. Such people often judge the whole organization by what one employee says and does. In order to form good public relations, you should always remember to serve the public in such a manner as to justify the respect and confidence of the citizens with whom you come into contact. Take pride in your part of our City government. Always be ready to explain City programs to the public, friends and neighbors. If you don't understand an issue, be sure to ask your supervisor, and then you can respond to questions correctly.

## DEFINITIONS

This section of the manual defines terms and phrases used in the administration of the City's personnel system. The general terms are those used by the New Jersey Civil Service Commission, contained in city ordinances, negotiated employee bargaining units, and/or used by tradition as part of City operations. Federal or State law or regulations may supersede these general definitions.

The City employs three (3) types of employees:

- Full Time: those employees who work year round for thirty-five (35) or more hours in a business week.
- Part Time: those employees working year round, but less than twenty-nine (29) hours in a business week.
- Seasonal: those employees, who work for specified period or season during the year, normally the summer season. Seasonal employees work either full time or part time. *Most* seasonal employees work 35 hours .

Generally, only full time, year-round employees are covered by Civil Service Commission rules and regulations and receive a full benefits package provided by the City. An employee must consult their collective bargaining agreement, eligibility with the State Health Benefits Plan or other Plans and the Fringe Benefits Section of this manual for specific information on benefits eligibility.

The New Jersey Civil Service Commission defines classes of positions for purposes of providing coverage and personnel action. These classes' definitions are:

Unclassified Service: includes those positions not subject to Civil Service Commission rules or regulations; normally these positions are those to which the Council or City Manager make appointments for a specified period of time without competitive testing or a probationary period; these positions are those which are policy-making and administrative in nature, i.e. certain department heads.

Classified Service: includes those positions covered by Civil Service Commission rules and regulations; normally those positions which are not appointive in nature and which are filled through competitive testing and probationary periods.

Within the classified service there are three (3) categories of employees:

Permanent Position: positions created by ordinance and finally accepted by the Civil Service Commission. A permanent position cannot be abolished without Civil Service Commission approval. A permanent position can be either full or part time.

Provisional Position: positions created by ordinance, but not accepted by the Civil Service Commission. It is during this status that the Civil Service Commission conducts various

investigations (i.e. desk audit, revising job description) to determine if it will accept the title as a permanent position.

Temporary Position: positions created for a specified period of time, generally less than six (6) months or on an emergency basis. This position does not require Civil Service Commission acceptance. Some temporary positions depend upon the length of a grant and are not considered permanent employment.

Within the classified service there are three (3) types or classes of employees:

Permanent Employee: an employee who has acquired Civil Service Commission "permanent status" which is the attainment of tenure and rights resulting from successful completion of an examination and working test period.

Provisional Employee: an employee who is appointed to a permanent position Pending an examination and working test period.

Temporary Employee: an employee appointed to a position for not more than six (6) months or appointed in an emergency.

#### Probation Period

In order to obtain permanent status in a position in a classified service you must serve a three (3) month probationary period during which you are observed to determine your fitness for the job. You may be discharged during your probation if you fail to meet the required standards. The successful completion of your probation will result in permanent status as an employee of the City. The probationary period of police officers is ninety (90) days as recognized by Civil Service.

A probationary employee may be required to take a Civil Service Commission test to achieve permanent status if they have not successfully passed a prior examination for the position.

There are four (4) exceptions to the working test period requirement. Civil Service Commission rules preclude work test periods in the following situations:

1. Appointments from special, police and fire and regular re-employment lists;
2. Appointments to a comparable or lower related title in lieu of layoff;
3. Appointments to titles previously held on a permanent basis with current permanent continuous service; and
4. For a lateral title change if the nature of work, education and experience requirements and titles are substantially similar. N.J.A.C. 4a4-5.1; N.J.A.C. 4-7.6.

If you are promoted to a higher position you will be required to serve a three (3) month probationary period to become permanent in the higher position. If you do not perform satisfactory work in the new position during your probation, you may be demoted to your former position.

Certain phrases or terms are used daily in the conduct of City business. For purposes of clarity the definitions for these terms will be the ones utilized in this handbook.

Department: a work unit, agency or office which performs one function and for which there is a supervisor or administrator who reports directly to the Manager; examples would be Police, Finance and Public Works.

Department Head: the supervisor of a department. Generally, department heads report Directly to the City Manager, except those which are confidential by law, and supervise at least one employee. Examples of department heads meeting this definition would be:

Director of Finance & Administration (unclassified, statutory), Director of Public Safety (unclassified), Tax Assessor (unclassified), City Clerk (unclassified), Director of Community Development (classified), Director of Economic Development (unclassified) Director of Public Maintenance (classified), Deputy Director Public Maintenance (classified) and Director of Social Services (unclassified). For communication purposes (i.e. distribution of administrative information, department head meetings) and budget control purposes (i.e. responsibility for preparing the annual budget and monitoring and controlling expenditures within a budgetary account), the term department head is broadened to include those City employees who are responsible for running an office or a service.

Bargaining units for the City of Asbury Park (Appendix A)

International Federation of Professional and Technical Engineers (IFPTE) Local 196

International Association of Fire Fighters (IAFF) Local 384

Patrolmen's Benevolent Association (PBA) Local No. 6

Superior Officers Association (SOA) Local No. 6

The American Federation of State, County and Municipal Employees (AFSCME) Local 225

All employee questions regarding specific union membership should be directed to the City Manager's office. The City Manager will direct the employee to the appropriate union representative. The City also adheres to the Workplace Democracy Enhancement Act of 2018 (S-2137)

## **POLICIES AND PROCEDURES**

### **Non-Discrimination Policy**

The City of Asbury Park is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) as amended by the New Jersey Pregnant Workers Fairness Act. Under no circumstances will the City discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, breastfeeding, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head, or City Manager. The Affirmative Action Officer is appointed annually by the City Council; please contact the City Clerk for the current year appointment.

### **Americans with Disabilities Act/ New Jersey Pregnant Worker's Fairness Act**

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD),, the City of Asbury Park does not discriminate based on disability , pregnancy, pregnancy related medical condition or childbirth. The City will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the City to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination/LAD. We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth, breastfeeding or pregnancy related medical condition.. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the City.

The City Manager and/or the ADA Compliance Officer, shall engage in an interactive dialogue with disabled/pregnant employees and prospective disabled/pregnant employees to identify reasonable accommodations or their respective physician. All decisions with regard to reasonable accommodation shall be made by the City Manager. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. In the case of an employee breastfeeding

her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting City's facilities. Any questions concerning proper assistance should be directed to ADA Compliance Officer; who is appointed annually by the City Council. Please see the City Clerk for the current appointment.

If an employee feels that the City is not in compliance with the ADA or is having difficulty because the City is not meeting their needs, the Affirmative Action Officer should be notified immediately. The Affirmative Action Officer will promptly investigate the employee's complaint and present a report to the City Manager for a determination. The City Manager will inform the complainant of the result of the investigation and the remedial measures which will be taken.

#### **Contagious or Life Threatening Illnesses Policy:**

The City encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The City shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City.

The City will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

#### **Hiring and Appointments**

When a vacancy occurs in the City's work force due to resignation, dismissal or creation of a newly authorized position, the head of the department where the vacancy occurs contacts the City Manager to begin the recruitment process. The department head must inform the City Manager, in writing, the title of the vacant position, the qualifications, job responsibilities, recommended salary and the date the position should be filed. The City Manager is the exclusive appointing authority for the City of Asbury

Park for all departments and will determine the salary for the position. The City adheres to the New Jersey Equal Pay Act of 2018 (S-104) otherwise known as the "Diane B. Allen Equal Pay Act".

The recruitment and hiring process consists of the following procedures:

- Internal posting of the vacant position;
- Notification to the Civil Service Commission to announce a test if the position is to fill a classified service;
- Place classified advertisements for the position in newspapers of record;
- Utilize City social media accounts
- Applicants must fill out the City's employment application;
- Applicants must submit documentation of residency;
- Reference checks are performed for all potential candidates;
- Criminal background check is performed for all potential candidates;
- Successful candidate must submit to a drug screening;
- If applicable, psychological exam
- Interviews are conducted by the Supervisor of the vacant position;
- Applicants file is submitted to the City Manager for approval;
- City website and other social forms as applicable

The above listed procedure is followed to fill both classified and unclassified vacancies. Civil Service Commission rules will also be pooled to fill vacant positions. The Police and Fire Departments must follow their own hiring process. Check with the Fire Chief or Director of Public Safety, Chief of Police for the appropriate hiring procedure.

All department heads MUST submit a request for new hire/promotion form (Appendix F) to the City Manager for approval before beginning the recruitment process.

Certain positions are statutorily exempt from the above policy and taken into consideration by Mayor/Council appointments.

#### Work Force Reduction Policy:

Pursuant to N.J.A.C. 4A: 8-1.1 the City may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Civil Service Commission.)

#### RESIDENCY ORDINANCE AND REQUIREMENT

The City of Asbury Park has an ordinance that requires all employees of the City to be City residents. The Ordinance is 3072-A and 3089 and they are included as an Appendix. Additionally, residency requirements may be imposed by contract, NJ Civil Service Commission or other means as deemed legal and appropriate.

#### Promotions

The procedure to fill a high-level vacancy is the same as the procedure to fill an entry level position. Examinations for promotional opportunities may only be taken by eligible City employees.

An employee, covered by the Civil Service Commission, may be requested to accept a promotion into an unclassified position. If the employee accepts the promotion, he/she may lose certain protections afforded in a classified position. Before making the decision to accept the promotion, check with the City Manager. The City of Asbury Park, under all circumstances, promotes employees solely on the basis of merit.

### Personnel Actions

All personnel actions affecting permanent, classified and unclassified employees must be approved by the New Jersey Civil Service Commission as per the Commission's guidelines.

### Anniversary Date

Employees whose employment began with the City between 1<sup>st</sup> and 15<sup>th</sup> days of the month will have their anniversary date on the 1<sup>st</sup> day of that month. Employees whose anniversary date falls between the 16<sup>th</sup> and 31<sup>st</sup> day of the month will have their anniversary date on the 1<sup>st</sup> of the following month.

### Credit Information and Wage Assignments

The City will furnish credit references and other information about employees to authorized personnel upon written request. All employees are expected to pay their just debts and child support/alimony obligations when due. If employees fall behind on their credit payments, court ordered garnishment of wages may occur. If this happens, the City is legally required to deduct a portion of the employee's salary from each pay check and forward it to the creditor.

### Longevity Pay

Certain employee contracts provide for longevity pay to employees hired before a certain date. An employee must consult their collective bargaining agreement for the appropriate policy on longevity pay.

### Overtime and Compensatory Time

Employees must consult their Collective Bargaining Agreement for the appropriate overtime policy. No department head is to receive overtime or compensatory time.

Non-union employees should consult with their department head or the City Manager's office to determine what policy applies to them.

All employees must use compensatory time within the quarter it is earned or must have approval to carry over to the next quarter. All requests for compensatory time must be approved at least 48 hours in advance by the Department Director or authorized official. Exceptions may be granted by the City Manager for emergency personnel. Time not used shall be lost.

### Payroll Deductions

Mandatory deductions are made from employee's paychecks for:

- Federal Income Withholding Tax
- Federal Insurance Contribution Act (FICA)
- Public Employees Retirement System or
- Police and Firemen's Retirement System Contributory Insurance
- State Unemployment Insurance
- State Income Tax
- Union Dues (where applicable)
- Health Care under Chapter 78
- Other items as mandated

An employee has the option to request and have deductions taken from their check for:

- Credit Union-Savings, Loan, Checking, Christmas Club, Dental, Voluntary Benefits or Insurance programs
- Deferred Compensation
- Additional State Income Withholding Tax
- Additional Federal Withholding Tax
- Healthcare Savings Account (if applicable)
- Supplemental Disability (ex. AFLAC); if applicable
- Other items if presented

Any error in the payroll must be reported to the Payroll Department for verification. The error will be corrected in the employee's next pay check unless mitigating circumstances indicate otherwise.

### Pay Period

Employees will receive their pay checks on semi-monthly schedule. Pay checks are distributed on the 15<sup>th</sup> and 30<sup>th</sup> of each month. Employees working in departments which distribute checks at the work area will receive their check from their supervisor. If a holiday or weekends falls on a payday, pay checks will be distributed on the prior business day.

### Direct Deposit

Required if done by City Ordinance

### Promotions

Promoted employees are paid at the salary stated in the applicable contract. When an employee is promoted to a new position, he/she would normally receive the salary at the minimum of the range for that position. However, if the minimum salary for the new position is less than the employee's base salary in his/her prior position, he/she will receive the salary at the first step immediately above his/her current base salary unless the appropriate Collective Bargaining Agreement provides a different formula.

## Work Rules

### Hours:

The official hours for City Hall employees are 9:00 a.m. to 5:00p.m., Monday thru Friday. Some departments (Police, Fire, Public Works, etc.) may have different hours due to shift work. These employees should check with their supervisor for their weekly work schedule. All employees are expected to report to work at the official starting time and work exclusively on City business until official finishing time.

The Department of Public Works/Property Maintenance has office hours from 7:00 AM to 5:00 PM, Monday thru Friday. Other hours may vary depending upon the work.

Employees who work outside of regular hours are not to bring friends or guests into City offices or buildings, unless cleared by the City Manager in advance, with the exception of a true emergency.

Parents are not to bring their children to work unless approved by the City Manager or a special date is announced by the City.

### Time Clock

The time clock is the official clock of the City and determines when an employee must report to work. There are no grace periods permitted regarding employees reporting time. The time reported on the time clock is the exclusive clock to determine an employee's reporting time regardless of the time displayed on any other clock in the City. There are no exceptions to this policy. An employee must clock themselves in; under no circumstance should another employee clock another in; disciplinary action will be the result. AN EMPLOYEE'S FAILURE TO REPORT TO WORK BY THE APPROPRIATE TIME DISPLAYED ON THE TIME CLOCK WILL RESULT IN DISCIPLINARY ACTION.

### Department Head Call-In

All Department Heads, with the exception of Public Maintenance, must email the City Manager's office by 10 a.m. each business day to report the attendance of their staff in the event that staff is out sick or utilizing personnel time.

### Sign In/Out

All employees of the municipality when entering or leaving the building for any reason must utilize the Sign In/Out sheets. Department Heads are responsible for monitoring their staff's compliance with this policy. Any employee's failure to comply with this policy will result in disciplinary action, up to and including discharge.

### Lunch

Lunch must be taken between 11:30 AM and 2:00 PM. If working with a customer, lunch should be delayed until the customer's needs/requests are completed. Lunch shall be an hour in length.

Department's should make every effort to provide coverage during the lunch hour. Lunch should not be taken at the employee's desk area. Emergency personnel may make reasonable accommodations. All employees shall clock in and out for their lunch hour.

#### Emergency Closing

If there is a need for an emergency closing of the City's offices, the decision will be made by the City Manager or his/her designee. However, if due to weather conditions, an employee is unable to report to work, or if conditions warrant you're leaving, it must be with the permission of your department head. In either case, the employee shall be charged one personal leave day or one vacation day for each day you are not at work. Employees should consult the appropriate collective bargaining agreement for more information. This does not pertain to essential City workers.

#### Dress Code

Dress, grooming and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is not permissible regardless of length. With the advance approval of the CITY MANAGER title the City will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay. Certain Departments will be exempt from this depending on the nature of the work; please check with your supervisor.

The following is a guideline for appropriate dress:

#### Police Officers, Superior Officers and Firefighters:

Wear regulation uniforms as specified in the Police and Fire Departments Regulation Handbooks.

Friday is "casual day" for non-uniformed municipal employees.

The following are not appropriated for casual dress day: tank/halter/cabana tops; shorts, miniskirts, sandals (dress sandals are ok), pajamas, beach thongs, bathing suits, transparent blouses/shirts; outfit which exposes the midriff area; hair curlers and nets; dangling and/or large jewelry that can be caught in machinery, doors, etc.; faded ripped or torn clothing, sweat pant outfits/work-out attire and tight clothing.

Thursday is casual day for Court employees.

Casual days are subject to change at the discretion of the City Manager.

Public Works:

All employees shall dress in an appropriate and safe manner which shall be at the discretion of supervisors and senior management.

Telephone Policy

Telephone manners are of the utmost importance to the City. Employees must always be courteous and helpful on the telephone. In many cases, the only contact an individual has with the City is via telephone. Calls are to be answered and/or returned quickly and pleasantly. Always remember to say please and thank you. If a caller is angry and/or abusive, do not respond in kind. When using a telephone on City business, remember you represent the entire City to the person calling. When you answer calls promptly and courteously, you make a favorable impression on the caller.

As employees of the City we must understand that our salary is paid by Asbury Park taxpayers. The City will take steps to ensure that this is the guiding principle that directs our actions.

Personal use of the City's telephone at any time is prohibited, except in an emergency. Violation of this policy by an employee may result in disciplinary action. Long distance telephone calls, except for city business, are prohibited at all times. Violation of the long-distance calls policy will result in personal reimbursement for non-sanctioned calls and/or disciplinary action up to and including termination.

WORK SAFETY

The City will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The City is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving City facilities, equipment or motor vehicles must also be reported to the supervisor or Department Head as per the guidelines in this Policy

The City Manager may appoint a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative and the City Manager.

### Safety Glasses

As part of its accident prevention program, the City of Asbury Park requires employees who are involved in physical activities to have and wear safety glasses. Eye injuries can be easily caused by flying debris and result in serious long-term disabilities to an employee. All employees engaged in physical activities shall wear safety glasses whenever on the job and must wear special masks/goggles when required to do so, they will be subject to disciplinary proceedings.

If the City has provided safety glasses/goggles; the employee will be expected to wear the glasses/goggles and maintain them in good condition. The City will replace any safety glasses/goggles broken as a result of job-related accident. However, if the glasses/goggles are damaged as a result of the employee's negligence, then the employee must have them repaired or replaced at their own expense.

### No Smoking Policy:

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City has adopted a smoke-free policy for all buildings. City facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in City buildings. Employees are permitted to smoke only outside City buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the City and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

At the Public Works facility, there shall be no smoking within the fenced-in yard.

There shall be no smoking in City owned vehicles.

### **Workplace Violence Policy:**

The City will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on City property, at City events or under other circumstances that may negatively affect the City's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on City property or while on City business except with the authority of the Police Chief or highest-ranking law enforcement officer; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The City will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy:

It is the City's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), gender identity or expression, liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by our employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings or images, and other similar verbal, written, printed or physical conduct.

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place. See the Employee Complaint Policy.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the [local unit type] generally. The City cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

TRANSITIONAL (LIGHT) DUTY POLICY

The City will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Traditional duty is not guaranteed and will not exceed forty-five workdays.

An employee requesting transitional duty or the Workers' Compensation Physician shall notify the Department Head and copy the City Manager as soon as the temporarily disabled employee is able to return to work. Any restrictions will be detailed. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the regular position after the transitional duty period. The City Manager will consult with the department head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The City Manager and/or Department

Head will decide if it is in the best interest of the City Manager to approve a transitional duty request and will notify the employee of the decision. The City reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers' Compensation Physician. In such cases, failure to report to work as directed shall result in disciplinary action including but not limited to termination. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting the City Manager who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in outside employment of any kind unless they receive prior written approval from the Workers' Compensation Physician that no further harm may occur in said secondary job and the City Manager must also approve. If transitional duty is approved, the employee or Workers' Compensation Physician must keep the Department Head informed of the medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason. If at the end of the transitional duty period the employee is not able to return to work without restrictions, the City reserves the right at its sole discretion to extend the transitional duty or place the employee back on workers' compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

"Whistle Blower" Policy:

Employees have the right under the "Conscientious Employee Protection Act (CEPA)" to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

The City shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the CITY MANAGER title, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;

- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the City Manager. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the City a reasonable opportunity to correct the activity, policy or practice. The administration of whistleblower complaints is not subject to the limitations in the Grievance Policy.

#### RETALIATION

It shall be a violation of this policy for any employee to take reprisals against any person because she/he has filed a complaint, testified or assisted in any proceedings in this policy. Threats, other forms of intimidation and/or retaliation against the complainant or any other party based on involvement in the complaint process may be cause for disciplinary action.

#### Video Surveillance

The City may install video surveillance camera systems within public buildings and throughout public areas within the City, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the City will ensure compliance with federal, state and local laws governing such usage.

The City video surveillance camera systems are a significant tool to which the employees of the City will avail themselves in order to complete the goals and objectives of the City. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The City Manager designee will be responsible for authorization of users; said designee shall be the highest-ranking law enforcement officer unless otherwise stated in a memorandum. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the City video surveillance camera systems or tampers with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the City.

The City shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention

of this policy and/or a potential privacy breach has the responsibility to ensure that the City Manager are immediately informed of such breach.

### Safety Vests

The City has purchased reflecting safety vests to be worn by those city employees who work in the streets. These vests are to be worn by employees when working in the streets to protect employees from vehicle accidents. Employees who refuse to wear the safety vest while working in the street will be subject to disciplinary action.

### Electronic Equipment

The City's Communication Media are the property of the City and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the City, such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax. Employees are restricted from accessing or using the company's Communication Media for personal purposes during company time on company equipment without prior authorization from the Administration to do so.

All data stored on and/or transmitted through Communication Media is the property of the City. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a City business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the City's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the City's local or wide-area networks."

The City respects the individual privacy of its employees. However, employee communications transmitted by the City's Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the City. The City reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the City's Communication Media.** By using the City's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by City personnel. The existence of passwords does not restrict or eliminate the City's ability or right to access electronic communications. However, pursuant to New Jersey law, the City cannot require the employee to provide the password to his/her personal account(s).

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (NJSA 47:1A-1). Employees of the City are required to use the assigned municipal email account for ALL City business and correspondence. The use of private email accounts for ANY City business or during business hours is strictly prohibited. . Employees are hereby advised that if they conduct work-related business on their personal emails, cell phones, or other personal Communication Media, it is also subject to the provisions of the Open Public Records Act. However, nothing in this social media policy prevents employees from using his/her own

personal Communication Media during the employee's non-working hours to engage or participate in protected concerted activities pursuant to the National Labor Relations Act. Protected concerted activities include when an employee addresses group concerns with the employer; forms, joins or helps a labor organization; initiates, induces or prepares for group action; or speaks on behalf of or represents other employees. Nevertheless, employees are encouraged to resolve workplace grievances internally by discussing issues with their supervisor and/or the Administration, and are asked to refrain from posting comments or materials on Communication Media that can be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law if the employee chooses to address their grievances using Communication Media.

Employees can only use the City's Communication Media for legitimate business purposes. Employees may not use City's Communication Media in any way that is defamatory, obscene, or harassing or in violation of any City rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances. . Further, discriminatory remarks, harassment, bullying, threats of violence and similar behavior that is not tolerated in the workplace are also not acceptable through Communication Media, whether same is performed on the City's equipment or on the employee's own personal Communication Media. At no times shall an employee record another employee, or conversations with the public, outside established recorded lines in the Police Department.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by City. Certain data, or applications that process data, may require additional security measures as determined by the City. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the City has given permission. All employees must take appropriate actions to ensure that City data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized. All City data must be stored centrally as required by. This provides greater security, and ensures backup of all (local unit type) data is performed.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the City's computing environment.

Employees may not install, remove or modify ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the City. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the City, or licensed to the City. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized. Workstation settings and configurations and network settings must not be modified by unauthorized employees. Internet security settings (where applicable) must not be changed. The foregoing includes but is not limited to the systems Network ID (or Computer Name), IP Address, Gateway and DNS addresses etc.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential City information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

Employees are prohibited from releasing or disclosing any internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves without the prior approval of the City Manager . Photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence taken with the City's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the City Manager. Except in "emergency situations, "Employees are prohibited from taking digital images or photographs with

media equipment not owned by the City. For purposes of this section, an “emergency situation” involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the City’s Communication Media. If such situation occurs, employee agrees that any images belong to the City and agree to release the image to the City and ensure its permanent deletion from media device upon direction from the City.

No media advertisement, electronic bulletin board posting, or any other posting accessible via the Internet about the City or on behalf of the City, whether through the use of the City’s Communication Media or otherwise, may be issued unless it has first been approved by the City Manager or Director of Communication.

Because (authorized) postings placed on the Internet through use of the City’s Communication Media will display on the City’s return address, any information posted on the Internet must reflect and adhere to all of the City’s standards and policies.

All users are personally accountable for messages that they originate or forward using the City’s Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user’s identity on any Communication Media is prohibited. “Spoofing” (constructing electronic communications so that it appears to be from someone else) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public City and other third-party rights. Any use of the City’s name, logos, service marks or trademarks outside the course of the employee’s employment, without the express consent of the City, is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

To the extent that employees use social media outside their employment while engaging in protected concerted activities as defined above, employees will not be subject to discipline or retaliation for expressing views, opinions, and/or facts surrounding the City’s employment policies. Employees are advised that if they post information on social media that is in violation of either the terms and conditions of the within social media policy, or in violation of federal, state, or local laws, the nothing will not shield them from disciplinary action. However, no retaliation or discipline will result if and when employees are engaging in protected concerted activity, and/or choose to report inappropriate social media activities to the City Administration.

Nothing in these policies is designed to interfere with, restrain, or prevent social media communications by employees engaging in protected concerted activities regarding wages, hours, or other terms and

conditions of employment pursuant to the National Labor Relations Act. All City employees have the right to engage in or refrain from such activities.

The City provides Internet access to its employees in order to make available a vast array of information resources and to allow participation in and access to increasing county and state resources.

Employees must comply with all policies adopted by the City, including but not limited to policies regarding prohibition of discrimination and harassment and all applicable federal, state and local laws, including laws governing the transmission and dissemination of information while accessing the Internet.

Employees who are using Internet may not:

- Use the network to make unauthorized entry into other computational, informational or communication services or resources;
- Distribute unsolicited advertising;
- Invade the privacy of others;
- Make any attempt to damage computer equipment or software;
- Engage in any activity that is harassing or defamatory;
- Use the Internet for any illegal activity, including violation of copyright or other rights of third parties, or in a manner inconsistent with the City's tax-exempt status or its proper operation; and/or
- Download unauthorized software, fonts, templates or scripts.

As stated in the Communications Policy, and elsewhere in this document, the City reserves the right to monitor the employee's Internet usage on all devices. In addition the City has the right to restrict access to specific types of prohibited content through the use of a content filtering system.

Personal use of cell phones shall be kept to a minimum.

#### ALCOHOL AND DRUG POLICY

Employees must check with their Supervisor to see if a particular alcohol and/or drug policy applies to their department (i.e. Department of Public Safety, employees with a CDL license and/or in safety-sensitive position). If so, the policy for the specific department is the only Alcohol and Drug Policy which applies to those employees.

This policy conforms to current State of New Jersey law upon the publication of this manual. This policy will at all times be interpreted and enforced in accordance with current Federal and New Jersey law.

The City recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who appears to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the City Manager.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on City premises, vehicles or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within three (3) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify the City Manager and the Personnel Officer who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. City personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the City's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on City property or while performing City business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

#### SEXUAL HARASSMENT POLICY

**AT ANY TIME ANY PERSON FEELING THAT THEY ARE THE VICTIM OF SEXUAL HARASSMENT MAY BYPASS THE CHAIN OF COMMAND AS OUTLINED AND IMMEDIATELY SEEK OUT THE INVOLVEMENT OF THE CITY MANAGER.** It is the policy of the City of Asbury Park to prohibit sexual harassment of any employee by another employee, supervisor or a third party. Harassment of third parties by an employee of the City is also prohibited. The purpose of this policy is to assure that in the work place, no employee is subject to sexual harassment. Sexual harassment includes: unwelcome sexual advances,

requests for sexual and/or verbal or physical conduct of a sexual nature, including, but not limited to drawings, pictures, jokes, teasing, uninvited touching or other sexually related comments.

Sexual harassment of an employee will not be tolerated by the City of Asbury Park. Violations of this policy will result in the disciplinary action, up to and including termination. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

ANY employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

AN EMPLOYEE WHO FEELS HE/SHE HAS BEEN SEXUALLY HARASSED SHOULD:

1. Tell the harasser in no uncertain terms that the behavior is unwanted and remove themselves as best possible from the situation
2. Keep a log, record the incident, in detail, note the date, time and place of each incident and any possible witnesses;
3. Inform the immediate supervisor and/or the next supervisory level immediately, in writing, immediately. A complaint of sexual harassment form is provided in this manual as Appendix B. (An employee may consult with the City Manager, if he/she cannot comfortably hold a discussion with the supervisor);
4. The immediate supervisor of the employee will report the incident to the Affirmative Action Officer if not bypassed directly to the City Manager;
5. The Affirmative Action Officer will promptly schedule individual review meetings with the complainant and the accused and respond to the complaint. The Affirmative Action Officer may also:
  - A. Permit the attendance of counsel or union representative, if applicable.
  - B. Make sound or video recordings of the meetings if he or she feels same is advisable.
  - C. Obtain signed statements from the complainant, the accused and all witnesses at the conclusion of the meeting(s) to verify information they presented.
  - D. The Affirmative Action Officer shall present his/her findings in a written report to the City Manager and the City Council promptly upon the conclusion of the investigation for review and action.
6. The City Manager will make his/her decision, based on the findings of the report and notify all parties involved. The City Manager will then take the appropriate disciplinary action, if necessary.

The City's Affirmative Action Officer as outlined above will promptly investigate every reported incident of sexual harassment immediately. The City will conduct all investigations in a discreet manner.

Confidentiality will be maintained throughout the investigation process. The City recognizes that every

investigation requires a determination based on all the facts in the matter. The investigation may include, but need not be limited to, interviews and written statements from the victim, the alleged harasser and any witnesses. The City Manager or Affirmative Action Officer may request the assistance of the City Labor Attorney, other supervisory personnel, or outside sources, such as the County Human Relations Commissions, in conducting the investigation.

#### False Accusations of Sexual Harassment

A charge of sexual harassment is a grave and serious accusation. A false accusation of sexual harassment will be treated as a disciplinary offense and will result in a level of punishment appropriately for a person actually engaging in such behavior.

A person who knowing or recklessly fails to give truthful statements to the Affirmative Action Officer shall also be guilty of having made false accusations.

### EMPLOYMENT INFORMATION

#### Outside Employment

Outside employment will be subject to any relevant provisions in a collective bargaining agreement. In the absence of appropriate contractual language, a written request to engage in outside employment shall be submitted to the City Manager or his/her designee for approval. Notice of any approved outside employment will be given by the City Manager to the appropriate department head and Payroll Supervisor. The Department Head, City Manager or designee may approve or deny such as request.

#### Change of Vital Information

An employee is responsible for notifying the Payroll office within three (3) work days of any change in name, address and/or phone number. Further, it is an employee's responsibility to ensure that all necessary information for taxes and health benefits is kept current and accurate.

#### Employee Assistance Program

The City will offer an Employee Assistance Program (EAP) through the insurance carrier or as a stand-alone activity. To the fullest extent possible under the law and/or existing contracts, an employee shall seek assistance by the EAP Provider for stress or other issues they feel are associated with the workplace.

### Driver's License Policy:

Any employee whose work requires that the operation of City vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. If the license is required for job duties, the employee may face disciplinary action up to and including termination.

Any employee performing work which requires the operation of a City vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance, is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a City vehicle shall be subject to possible termination.

Any information obtained by the City in accordance with this section shall be used by the City only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

### Medical Examinations

Some employees are required to have a medical examination prior to employment by the City. The examination will be performed by a physician designated by the City at no cost to the employee. Some employees, as required by State and Federal Law, must take medical examinations during employment. Employees required to take medical examinations during employment should consult their supervisor for the appropriate policy and/or procedure for the examinations.

### Work Related Injuries and Worker's Compensation Policy

All injuries sustained on the job must be reported to the employee's supervisor within seventy-two hours and this information shall be provided to the insurance carrier. Failure to report injuries and/or complete notification requirements in a timely manner may result in disciplinary action up to termination.

Employees should consult the appropriate Supervisor or Department Head for the proper procedure for reporting an injury and if necessary, the injury leave process.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The City covers workers compensation benefits (through its membership in a joint insurance fund) (with a self-insurance plan). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the applicable insurance coverage and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in a bargaining agreement, the City will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to NJSA 11A:6-8.

#### Use of Automobiles

Certain City officials, by virtue of their position, are assigned City cars for use on City business. Other employees, from time to time, be required to use a car for City business. All vehicles shall be lettered as per IRS Publication 15b. Non-City employees are prohibited from riding in City vehicles for non-work related matters. If you are required to transport a citizen, you must have permission of your supervisor or department head. Any employee's use of a City vehicle is to be authorized by the City Manager only. Only emergency first responders, staff who routinely responds to emergent needs after normal work hours, police managers with oversight and investigatory status, the top two law enforcement personnel and positions that are fully grant funded may utilize City vehicles for take home use and all usage will be done in accordance with IRS Publication 15b. The following list may utilize a City vehicle to travel to and from the City. The City Manager must sign off on any new requests for an employee to utilize a City vehicle:

- Police Chief
- Deputy Police Chief
- Police - Office in charge of the Street Crimes unit
- Public Works Superintendent/Director
- Public Works - Deputy Director
- Public Works – Sewer Plant Manager (highest ranking employee)

- Construction Code Official
- Director of Community and Social Services
- Social Worker – only if position is grant funded and responds to weekend and off hour calls
- Fire Chief
- Fire Official

### Auto Accidents

If you are involved in a motor vehicle accident while driving on behalf of the City you must:

1. Notify the police immediately. Request an ambulance for any injured persons.
2. Obtain the other driver's name, address and license number from their driver's license. Also obtain all drivers' insurance information.
3. Obtain the name and address of anyone injured.
4. Obtain the name and address of any witnesses.
5. Get a description of the vehicle such as color, make, body style and license plate number.
6. Do not discuss fault with anyone.
7. Report the details of the accident to your supervisor immediately.

### Pay Plan

On file in the City Manager's office is the current pay plan, classification plan and salary ordinance. Employees are hired, appointed or promoted into positions in the ranges stated in the classification plan and at the salary stated in the ordinance and any applicable contract. This information is also available in the Finance Department with the employee responsible for payroll.

### Disciplinary Action

Supervisors and/or the City Manager are charged with the responsibility of disciplining employees who do not conduct themselves in the best interest of the City of Asbury Park and its citizens. All employees of the City of Asbury Park are expected to comply with rules of the conduct described in this manual, with the City Code, with all policies governing their department and with all lawful orders of their superiors.

The following examples of misconduct are cause for disciplinary action as prescribed by the Civil Service Commission rules. This list is not exhaustive, only illustrative:

neglect of duty  
 incompetency or inefficiency  
 incapacity due to mental or physical disability  
 intoxication while on duty  
 chronic or excessive absenteeism or tardiness  
 neglect, waste or destruction of City property  
 insubordination  
 disorderly or immoral conduct  
 falsifying documents  
 conviction of a crime  
 conduct unbecoming a public employee  
 other serious offenses and sufficient cause (N.J.S.A.4A:2-2.3)

Disciplinary action can consist of counseling, verbal warning, written warning, and suspension without pay, fine or termination. All discipline will be imposed in accordance with all applicable statutes and Civil Service Commission rules.

A disciplinary action may be initiated by a supervisor, department head or the City Manager. Copies of all written notices must be filed with the City Manager's office who will forward same to the Payroll Department for inclusion in that employee's personnel file. All suspensions and dismissals must be in writing and on appropriate Civil Service Commission or local forms. Some of these disciplinary actions can and will be "skipped" depending upon the severity of the alleged offense or misconduct.

There are two (2) types of disciplinary actions which may be filed against an employee.

- Minor Disciplinary Action – as found in (N.J.A.C. 4A:2-3.1).
- Major Disciplinary Action as found in (N.J.A.C. 4A:2-2.1)

Major Discipline may include but is not limited to:

1. Removal;
2. Disciplinary demotion;
3. Suspension or fine for five (5) working days at any one time;
4. Suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more.

The processing of all disciplinary charges and the implementation of any suspension or fines against an employee shall be conducted pursuant to statute and Civil Service Commission rules (See N.J.A.C. 4A:2-1.1, et seq.).

The causes of both minor and major discipline are found in N.J.A.C. 4A:2-2.3 General causes

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

#### Resignation

An employee must give at least fourteen (14) days written or verbal notice to his/her department head if he/she plans to resign, unless the appointing authority consents to a shorter notice. An employee may also be deemed to have resigned not in good standing if he meets the conditions set forth in N.J.A.C. 4A:2-6.2 Employees will be paid for unused vacation time minus any leave advanced to him/her that was not earned prior to the termination of employment. Failure to give sufficient written notice may jeopardize payment for unused vacation time. No payment shall be paid until all City property has been returned to the City Manager.

It is considered automatic resignation if an employee is absent from his/her job for a period of five (5) consecutive days without reporting the absence during said time period.

#### Retirement

An employee should give at least three (3) months' notice to his/her department head if he/she plans to retire. Applications must be prepared and approved prior to the effective date, which must be the 1<sup>st</sup> of

the month. All vacation and compensatory time must be used prior to the effective date of retirement except in cases as outlined in existing contracts and State law.

### Leave of Absence

Permanent employees may be granted a leave of absence without pay if they have compelling reasons. While on leave of absence, an employee does not receive a salary or health benefits and does not accumulate vacation or sick leave, but does retain all Civil Service Commission rights.

A leave of absence beyond one (1) year may only be granted for military service, and then only with the approval of the Civil Service Commission.

Reinstatement shall be consistent with all applicable laws and regulations. Employees must consult the appropriate collective bargaining agreement for the specific leave of absence policy which applies to their bargaining unit.

The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

### Grievance Procedures

A grievance is any controversy arising over the interpretation, application or alleged violation of the terms and conditions of a collective bargaining agreement, and may be raised by an employee, his/her union representative or the City.

The grievance procedure is set forth in your collective bargaining agreement.

Non-union employees may file a grievance directly with the City Manager's Office.

### Political Activity

Employees of the City are prohibited from engaging in political activities either in favor of or against any candidate, incumbent, or political party during working hours and/or in City buildings. Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using City time, supplies or equipment in any political activity. Any violation of this policy must be reported to the City Manager.

For those employees whose salary is paid by Federal funds, and department heads whose departments have received and spend Federal funds, there are several restrictions on political activity. These employees may not:

- be a candidate for office or work in a campaign representing a national or state political party;
- campaign for partisan candidates or political parties;
- register voters for any party only;
- collect contributions or sell tickets to political fund raising functions;
- hold office in a political club or party;
- circulate nominating petitions;
- use their official authority or influence for the purpose of interfering without affecting the result of an election or nomination for office; directly or indirectly coerce, attempt to coerce, command, or advise a State or Local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for political purposes. 5U.S.C.1500

#### Use of Influence

No City official or employee is permitted to use his/her position, City officers or influence over City affairs in an attempt to promote his/her own position, standing or finances or the position, standing or finances of others contrary to the interest of the City and its residents. Taking advantage of one's City position to influence City business for personal gain is an offense punishable by law. The State of New Jersey ethics law shall be the over-riding rule.

#### Acceptance of Gifts

It shall be the practice of the City of Asbury Park that the acceptance of gifts, regardless of the value amount, by an employee is not allowed.

#### Periodic Performance Evaluations

In addition to the probationary period, all employees will receive a formal performance rating. Your performance is important to the City. Once each year, your supervisor will review your job progress and help you to set new job performance plans.

The performance review program provides the basis for better understanding between you and your supervisor, with respect to job performance, potential and your development during your employment with the City.

Every employee's supervisor will fill out the City's Performance Evaluation Form as adopted and approved by the City Manager. No other form is acceptable for an employee evaluation.  
(See Appendix J)

Every employee may request a meeting with their department head to discuss their Evaluation Report.

#### Bulletin Board Policy:

The bulletin boards located in the City administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Department Director or City Manager may post, remove, or alter any notice.

### **Employee Dating Policy:**

The City recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the municipality also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the City has adopted the following policy on the subject of supervisor/subordinate dating.

If such a relationship exists or develops, both parties involved shall report the fact to the City Manager..

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title or civil-service classification, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the municipality.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them.

In Addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such

workplace relationships can cause favoritism, discrimination, unfair treatment for other interference with municipal operations.

Nothing in this policy alters an employee's at will status.

#### FRINGE BENEFITS

Employees of the City of Asbury Park are entitled to a number of fringe benefits from vacations to insurance protection. Eligibility for these benefits is displayed on the chart below, identifying employee status by Civil Service Commission classification. This policy for benefits is effective March 15, 2000 for all new City employees. This policy will not affect any employee who is eligible for benefits prior to March 15, 2000 but would not be eligible for benefits under the new policy.

| <b>Employee Status</b>         | <b>Permanent</b> | <b>Provisional</b> | <b>Temp and Seasonal</b> |
|--------------------------------|------------------|--------------------|--------------------------|
| Full-time ( hours)             | All benefits     | All benefits       | No benefits              |
| Part-time (Less than 29 hours) | No benefits      | No benefits        | No benefits              |

All fringe benefits are governed by the employee's appropriate collective bargaining agreement or State law. Non-union employees will receive, at least, the same benefits set forth in the AFSCME contract and additional benefits at the discretion of the City Manager. Questions regarding a non-union employee's benefits should be directed to the City Manager.

#### Leave Calculations

Employees should consult their appropriate collective bargaining agreement for the specific leave policy that applies to their bargaining unit. Non-union employees should consult with the City Manager for their leave policy.

Each employee shall be entitled to one (1) day for each month worked during the remainder of the calendar year of full-time employment. Beginning with the first full calendar year, the employee shall begin earning according to the collective bargaining agreement. If an employee terminates during the year, the leave will be re-calculated according to the actual time served. The employee will be paid for the unused vacation leave consistent with their labor contracts. An adjustment will be made in the employee's last paycheck for all leave advanced to him/her that was not earned prior to his /her termination. To receive credit for annual leave, an employee must be on an active work status. Leave cannot be taken in less than ½ day increments. Those employees whose leave records currently indicate hours or fractions of hours in credited leave will have those records adjusted to the nearest ½ day.

### Submission of Leave Slips

Each employee should consult their appropriate collective bargaining agreement for the specific policy on the submission of leave slips that applies to their bargaining unit.

All vacation, compensatory and personal leave (with the exception of emergencies) must be requested and approved prior to the start of said leave. Failure to abide by this may result in disciplinary action. Prior to approving said leave; all department heads must verify that said leave is available to the City Manager's approval. Leave should be requested, at a minimum, seventy-two hours (72) in advance. The City recognizes that emergencies do exist.

### Holidays

Holidays are governed by the applicable collective bargaining agreements. For employees not covered by a collective bargaining agreement, the following holiday schedule applies:

City employees will receive the following holidays with pay, provided the department head determines that the absence of the particular employee or employees on the designated holiday will not interfere with the efficient operation of the department. An employee not receiving time off on the designated holiday shall be paid as stated in the applicable contract.

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| New Year's Day                             | Labor Day                       |
| Martin Luther King Day                     | Columbus Day                    |
| Lincoln's Birthday                         | Veteran's Day                   |
| President's Day Birthday                   | Election Day                    |
| Good Friday                                | Thanksgiving Day & Friday after |
| Memorial Day                               | Christmas Day                   |
| Independence Day                           | Employee's Birthday             |
| Easter Sunday (only if worked on schedule) |                                 |

If the holiday should fall on a Sunday, the following Monday will be recognized as the holiday; if the holiday should fall on a Saturday, the preceding Friday will be observed. The City Manager retains the right to grant all employees off on any other holiday not specified above.

Sick days are not permitted before and/or after a scheduled holiday or vacation. In the event of an emergent sickness, then a doctor's note must be provided or you will not be paid for the scheduled day off.

### Sick Leave

Sick leave is governed by the applicable collective bargaining agreements. Any employee, who is out sick for five (5) days or more, must return to work with a doctor's note. A doctor's note may be requested, at the discretion of the Department Head, for absences less than three (3) days. Non-union employees may be requested, at the discretion of the City Manager, to provide a doctor's note for absences totaling less than five (5) days. For voluntary procedures, a doctor's note shall be required for estimated time off to ensure a department is staffed.

The City shall comply with all applicable standard, rules and regulations of the New Jersey Paid Sick Leave Act (A-1827) of 2018.

### Donated Leave Program

#### I. PURPOSE

Under a donated leave program, approved by the Commissioner of the State of New Jersey Civil Service Commission, employees of the City of Asbury Park may voluntarily donate whole accrued vacation and/or sick days to a fund for distribution to eligible co-workers who have exhausted all accrued leave time and compensatory time. This program is for employees who are suffering from a catastrophic illness or injury, which necessitates the employee's prolonged absence from work. Employees who are needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury may also use it. This program is authorized by the New Jersey Civil Service Commission in accordance with N.J.A.C.4A:6:22.

#### II. ELIGIBILITY

##### A. RECIPIENT:

An employee must meet the following criteria in order to be eligible to receive donated leave:

1. The employee must have at least one (1) year of continuous service with the City; and
2. The employee must: (a) be suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work; (b) need to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; and
3. The employee must have exhausted all earned and accrued paid leave time, including sick, vacation, personal and compensatory time; and
4. The employee must provide acceptable medical documentation for him/herself or the employee's immediate family member, which \_\_\_\_\_ of the City Manager or his/her designated agent. The medical documentation must indicate the diagnosis, date of onset, severity and prognosis;

5. The employee must apply to participate and consent to the posting of a notice of his/her need to participate in the program. If the employee is unable to consent to this posting his/her family must be able to consent on the employee's behalf; and
6. The employee must receive at least five (5) sick and/or vacation days from one (1) or more donor(s).

#### B. DONOR

To be eligible to donate sick and/or vacation leave to the fund, a donor must meet the following criteria:

1. The donor must be an employee of the City; and
2. The employee shall donate only whole vacation and/or whole sick days; and
3. The employee shall donate no more than ten (10) sick or vacation days to any one recipient.
4. If the employee is donating sick days, the employee must have at least twenty (20) remaining accrued sick days. If the employee is donating vacation leave, the employee must have remaining at least twelve (12) vacation days.
5. The employee must agree not to revoke any donated leave.
6. An employee may donate leave time to an eligible employee in another department or agency within the City.
7. The employee must apply to participate in the Program and be determined eligible to participate.

### III. DEFINITION

A catastrophic health condition or injury is a chronic illness or traumatic injury which is imminently life threatening or terminal and requires a prolonged absence from work. The catastrophic health condition or injury must be readily subject to diagnosis and verification by objective, medically acceptable clinic and laboratory diagnostic techniques. The catastrophic health condition or injury usually requires a specialized and intense course of medical treatment and/or therapy. The City may require an employee to be examined by a physician designated and compensated by the City to assess whether an illness or injury qualifies as catastrophic for purposes of this program.

### IV. CONDITIONS

1. The lifetime maximum an employee can receive under this program is one-hundred eighty (180) donated leave days.
2. Donated time cannot be revoked once the donation form has been signed.
3. Upon retirement, a recipient of donated leave shall not be granted

- any supplemental compensation for any donated leave time under any collective bargaining agreement or retirement system.
4. An employee shall not threaten or coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but are not limited to promising to confer or conferring a benefit such as appointment or promotion or making a threat to engage in, or engaging in, and act of retaliation against an employer. Any employee who violates this provision shall be subject to discipline.
  5. The donation of time under this Program shall not have any impact upon any attendance program or incentive plan for any employee, donor or recipient.
  6. Employees may donate to any City employee, regardless of department or bureau.

#### V. PROCEDURES

1. The donor and recipient must complete the appropriate form. The recipient must attach the necessary medical documentation to this form.
2. Within ten (10) work days from receipt of the intended recipient's application and medical documentation, the City Manager or his/her designated agent shall retain the sole discretion to grant or deny the recipient's request; which shall not be subject to arbitration under any Collective Bargaining Agreement.
3. If the City approves an employee as a leave recipient, the City shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employee's in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all Union representatives.

If the employee is unable to consent to this posting or circulation, the employee's family may consent on his/her behalf.

4. In an employee is determined to be eligible, he/she will be notified in writing of the decision,
5. While using donated leave time a recipient continues to accrue sick and vacation.
6. Upon return to work, termination or retirement, any unused donated leave shall be returned to the leave donor on a prorated basis.

Unused donated leave time is to be reaccredited in the type of leave given, i.e. sick time donated restored as sick time.

7. All time donated by an employee(s) shall be designated on all City records as Donated Time Donor ("DL-D") and shall not affect any attendance program.

8. A receipt of donated leave will not bar the City from filing disciplinary charges of chronic or excessive absenteeism, if applicable.

#### VI. TERMINATION OR SUSPENSION OF DONATED LEAVE PLAN

- A. The City may suspend or terminate the donated leave plan at any time, provided that thirty (30) days written notice is provided to the Commissioner, all affected employees and labor negotiations representative.

#### VII. FORMS

- A. The appropriate forms for the donated leave program are located in the Appendix of this manual.

#### Vacation Leave

Vacation leave is governed by the applicable collective bargaining agreements. Non-union employees receive the same vacation leave as set for the in the AFSCME contract.

#### Bereavement Leave

Bereavement leave is governed by the appropriate collective bargaining agreements. Non-union employees receive the same bereavement leave as set forth in the AFSCME contract.

#### Military Leave

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the City group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

#### Maternity Leave / Family Leave

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with City; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The City reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the (Personnel Administrator title).

Commencing July 1 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate

family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the City with 15 day notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the City with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. . A serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; *or*
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*
4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of 15 calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

#### Jury Duty

Employees who are summoned for service as juror will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he/she must return to work immediately upon dismissal. All employees shall receive full pay for time served during jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

#### Personal Days

Employees must consult their respective collective bargaining agreement for their number of personal days and procedure for utilization of them. All employees are prohibited from using personal days to extend vacation days; this may result in disciplinary action

Non-union employees receive the same number of personal days as set forth in the AFSCME contract.

### Hospitalization

Effective March 15, 2000 the City shall provide hospitalization and medical insurance for permanent employees and eligible dependents who work at least the minimum as required by law or contract. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. The employee is responsible for any co-payment required by the carrier. The effective date of coverage is the 1<sup>st</sup> day of the month following two (2) full months of service. This policy shall not exclude any employee who prior to March 15, 2000 received hospitalization benefits but works less than twenty-nine (29) hours a week. The Hospitalization policy is subject to change through collective bargaining or State statute.

### COBRA

You and your covered dependents will have the opportunity to continue medical benefits for a period of up to thirty-six (36) months under the provision of the Federal consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and your dependents would otherwise end because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a “dependent child” under the terms of the medical plan;
- you become divorced or legally separated;
- you become entitled to Medicare; or
- you die.

In the event of divorce, legal separation, or a child’s loss of dependent status, you or a family member must notify the Payroll Supervisor within sixty (60) days from the occurrence of the event.

The Payroll Supervisor will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

### Conference Leave and Training

The following Conference Leave and Training policy applies to non-union employees only. All other employees must consult the appropriate collective bargaining agreement.

The City realizes that the citizens of Asbury Park require a well trained work force. Accordingly, the City encourages its employees to participate in relevant training programs and has adopted a policy of paying reasonable costs for fees for seminars and training courses, subject to the availability of funds. Administrative guidelines for traveling expenses are issued through the City Manager’s Office.

A request for conference leave must be submitted in writing, to the City Manager. The request must include the number of days requested, the reason for the conference, the dates and an explanation of the relation the conference has to the employer’s position.

Employees are entitled to all normal pay and benefits while attending conventions, conferences and seminars relating solely to City business.

The City reserves the right to require those attending conferences to share the cost with the City. The formula for this will be established by the City Manager's office. Conference leave must be approved in advance, in writing, by the City Manager.

Upon return from the conference, all employees shall provide the City Manager a report of sessions attended and verification of said attendance. This maybe written or verbal.

### RETIREMENT SYSTEMS

#### Public Employees Retirement System – In accordance with State laws

All permanent employees and provisional employees after one (1) year of service must contribute toward a state plan which combines the Public Employees Retirement System (PERS) and Federal Social Security. Under the combination program, retirement, death and disability benefits are among the most liberal in the United States. In the event that you transfer to other public employment in the State of New Jersey, your continue membership in the PERS without interruption.

This Employee's Handbook will highlight various aspects of the retirement program. Further information on benefits, costs, etc., can be found in the booklet Public Employment Retirement System or the Police and Fire Retirement System. If you have additional questions that are not answered in the manual or in the above mentioned booklets, please contact the State of New Jersey Division of Pensions and Benefits.

1. Financing-Both the City and each member contributes to the program. The City pays its share of Social Service taxes and contributes towards the retirement and insurance benefits of the pension system.
2. Withdrawals – If you terminate your employment, you will be paid the amount of your aggregate contribution toward the pension, but you will not be paid your contributions toward Federal Social Security or insurance.
3. Borrowing - if you have thirty-nine (39) months of service in the pension system, you may borrow up to fifty percent (50%) of your contributions at a determined rate of interest. The loan may be no smaller than \$50 and is to be repaid through payroll deductions. You may borrow only twice in any one (1) calendar year. You may obtain the maximum amount you may borrow by calling the "automated Information system" at (609) 777-1777. Application forms for loans may be obtained on request from the Payroll Department.

#### 4. Retirement Benefits

Retirement is governed by various laws, rules and regulations of the State of New Jersey, labor agreements, employment contracts or other mechanisms that may change from time to time.

#### 5. Death Benefits

Death Before Retirement – Members under Non-contributory Plan only, the benefits is  $1 \frac{1}{2}$  x salary. Members under Non-contributory and Contributory plans, the benefit is 3x salary.

Death After Retirement – Every retired member will be covered by a paid-up life insurance policy equal to  $\frac{3}{16}$  x salary, except for disability retirements, which is equal to  $1 \frac{1}{2}$  x salary until the age of 60 years old, at which time it is reduced to  $\frac{3}{16}$ .

### PERSONNEL FILES

All employee records will be centralized in the Payroll Office. Police and Fire employees' files will be maintained by the Chief of Police or highest ranking law enforcement officer, and the Fire Chief. Every employee shall have established for them their own "employee jacket" or file which will contain written documentation of every action taken by them or for them from their date of hire to date of retirement/termination.

At least annually, the appropriate staff in each respective department will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;

- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Employee versus Independent Contract test for;
- Educational transcripts; and
- Any other pertinent information.

A separate file will be maintained for each employee by the Payroll, Fire and Police Department which shall contain records required to remain confidential by law and/or a collective bargaining Agreement.

ANY RECORD WHICH IS REQUIRED BY LAW TO REMAIN CONFIDENTIAL (INCLUDING MEDICAL INFORMATION) MUST BE SUBMITTED DIRECTLY TO THE CITY MANAGER OR THE highest ranking law enforcement official or FIRE CHIEF IN A SEALED ENVELOPE, FOR APPROPRIATE HANDLING. THE APPROPRIATE PERSON WILL THEN CONTACT YOU.

An employee's personnel and file (or portion thereof) is not to be assessable to any secretary or clerk, regardless of whether confidential, with the sole exception of the City Manager's confidential secretary.

## APPENDIX A

OFFICIAL BARGAINING UNITS FOR THE CITY OF ASBURY PARK – May not be exhaustive; please contact the Union or Union Representation for more information

## International Federation of Professional and Technical Engineers (IFPTE)

- General Office Employees
- Department of Public Safety Clerical Employees
- Municipal Court Clerical Employees
- Welfare Employees
- Senior Citizen Program Employees
- Sewerage Employees
- Department of Public Maintenance Employees
- Street Cleaning Employees
- Construction Code
- Beach Employees
- Office of Development Employees

## International Association of Fire Fighters (IAFF)

- Fire Fighters
- Captains
- Fire Prevention Specialists
- Fire Prevention Inspector
- Fire Prevention Sub-code Official
- Battalion Chiefs

## Patrolmen's Benevolent Association (PBA)

- Probationary Police Officers
- Police Officers
- Detectives

## Superior Officers Association (SOA)

- Sergeants
- Detective Sergeants
- Lieutenants
- Detective Lieutenants
- Captains
- Detective Captains

## The American Federation of State, County and Municipal Employees (AFSCME)

Assistant Chief Sewerage Plant Operator

Tax Assessor

Assistant Municipal Tax Collector

Tax Collector

Chief Sewerage Plant Operator

Assit. Public Works Superintendent

Construction Official

Beach Supervisor

Dir. of Community Development

Chief Housing Inspector

Dir. of Community Relations and Social Services

Mechanics Foreman

Dir. of Economic Development Program

Municipal Court Administrator

Supervisor of Senior Citizen Program

Planning Director

Program Coordinator/Facilitator

Program Monitor

Supervising Accountant

Public Health Nurse

Supervising Data Processing Operator

Sub-Code Official

Supervising Laborer

Supervising Maintenance Repair

APPENDIX B  
CEPA/DISCRIMINATION/SEXUAL HARASSMENT  
COMPLAINT PROCEDURE

COMPLAINT REPORT FORM

From: \_\_\_\_\_  
(Print)

Dated: \_\_\_\_\_

DETAIL COMPLAINT:

Signature of Complainant: \_\_\_\_\_

Department: \_\_\_\_\_

## APPENDIX C

## MATERNITY/FAMILY/MEDICAL LEAVE

Family Leave Act

The New Jersey Family Leave Act (N.J.S.A. 34:11:b-1et seq.:N.J.A.C 13:14-1et seq.) covers eligible employees who have been employed for twelve months or more and have worked 1,000 or more regular hours of work during the preceding twelve month period. Employees may be eligible for paid or unpaid leave, but unpaid leave will not be granted until employees have exhausted accrued paid leave.

Family Leave may be taken for up to twelve months within any 24 month period in order to provide care made necessary by reason of:

- a. the birth of a child of the employee
- b. the placement for adoption of a child with the employee
- c. the serious health condition of a family member of the employee. A “family member” means a child, parent, or spouse of the employee. (A guide to the statutory definition of “serious health condition” is provided in this appendix)

Eligible employees must provide an advance written request to take a family leave except in cases where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

Employees must request family leave on the New Jersey Family Leave and/or Federal Family and Medical leave Request Form, and a Family Leave request must be supported by a Certification or Health Care Provider. Employees shall provide the leave request no later than 30 days prior to the commencement of the leave for the birth or adoption of a child, or 15 days for the care of a family member (parent, spouse, or child) with serious health condition as defined. Copies of the certification and request forms are provided in this appendix.

Employees may be eligible for three types of leave:

Consecutive Leave, which is taken interruption for up to 12 weeks within any 24 month period;  
Reduced Leave, which is a non-consecutive leave of up to the equivalent of 12 workweeks or 60 days, which is taken in increments of not less than one workday, but less than one workweek at a time for not more than 24 consecutive weeks;  
Intermittent Leave, which is medically necessary non-consecutive leave consisting of intervals, each of which is at least one but less than 12 workweeks, within a consecutive 12 month period.

An employee on Family Leave may not engage in other full time employment during the term of the leave.

### Family and Medical Leave Act (FMLA)

The Federal Family and Medical Leave Act (29 U.S.C.2654 et seq.;29 CFR 821.100et seq.) covers eligible employees for certain defined leave events. Employees may be eligible for up to 60 days of paid or unpaid leave and must request family leave on the New Jersey Family Leave and/or Federal Family and Medical Leave Request Form, a copy of which follows. Leave requests must be supported by a completed, signed Certification of Health Care Provider, a copy of which follows.

Eligible employees must provide advance written request to take a family leave except where emergent circumstances justify oral notice. Eligible employees must confirm oral requests in writing immediately thereafter.

The City complies with Federal law in administering FMLA. Should City management question the validity of a medical certification, the City may require the employee to obtain a second opinion at the City's expense. If the opinions of the employee's and the City's health care providers differ, the City may require the employee to obtain a third final and binding opinion at the City's expense. The employee and the City are required to select a provider in good faith by joint agreement.

The FMLA request form follows.

Upon commencement of FMLA leave, the forms required by the employee are found on the Federal Department of Labor website here:

<http://www.dol.gov/whd/fmla/2013rule/militaryforms.htm>

NEW JERSEY FAMILY LEAVE AND/OR  
FEDERAL FAMILY AND MEDICAL LEAVE  
REQUEST FORM

TO BE COMPLETED BY THE EMPLOYEE AND SUBMITTED TO THE EMPLOYEE'S SUPERVISOR FOR  
PROCESSING TO THE CITY OF ASBURY PARK

Employee Name/Job Title: \_\_\_\_\_

\_\_\_\_\_

Department: \_\_\_\_\_

I am hereby requesting family/medical leave due to (check one):

- ☐ The birth of my child, or the placement child with me for adoption or foster care
- ☐ A serious health condition that makes me unable to perform the essential functions of my job.
- ☐ A serious health condition affecting my spouse/child/parent (circle one) for which I am needed to provide care.

I will need this leave beginning on \_\_\_\_\_

I expect this leave to continue on or about \_\_\_\_\_

I am seeking the following type of leave (check one):

Consecutive Leave (taken without interruption for up to 12 straight weeks)

Reduced Leave (nonconsecutive leave taken in increments of not less than one day but less than one workweek at a time up to the equivalent of 12 workweeks over a period of not more than 24 consecutive weeks)

Intermittent Leave (medically necessary non-consecutive leave of intervals of one to twelve workweeks within a consecutive 12 month period.)

## TO THE EMPLOYEE:

Please read the following paragraph and sign below to indicate your understanding of the same. If you have any questions, please inform your supervisor:

I, the above named-named employee, understand that I have a right to up to twelve weeks of unpaid leave under the FMLA in a 12-month period, for the reasons listed above, and that I may be eligible for paid leave for the same reasons under the New Jersey Family Leave Act, provided I have worked for 12 months or more and have worked 1,000 or more regular hours of work during the preceding 12 months. I understand that my health benefits must be maintained during any period of unpaid leave and under the same conditions as if I had continued to work, and that I must be reinstated to the same or an equivalent job with the same pay, benefits, terms and conditions of employment on my return from leave. I also understand that I may not engage in any other full time employment during the term of the leave. If I do not return to work following FMLA or family leave for a reason other than; (1) the continuation, recurrence, or onset of a serious health condition which would entitle me to FMLA leave; or (2) other circumstances beyond my control, I may be required to reimburse the City for its share of health insurance premiums paid on my behalf during my FMLA leave.

I have read the comparison chart of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act located in Appendix C of the City of Asbury Park Personnel Manual. I am requesting a leave under:

- ☐ Federal Family and Medical Leave Act or;
- ☐ New Jersey Family Leave Act

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

---

TO BE COMPLETED BY THE CITY MANAGER

Circle One:

REQUEST IS:

APPROVED

DISAPPROVED

\_\_\_\_\_  
(City Manager)

\_\_\_\_\_  
Date

Appendix D DONATED LEAVE

PROGRAM DONOR

## TRANSFER FORM

TO BE COMPLETED BY THE DONOR AND SUBMITTED TO THE DONOR'S SUPERVISOR FOR PROCESSING TO  
THE CITY OF ASBURY PARK

I HERBY DIRECT THE City of Asbury Park to transfer \_\_\_\_\_ vacation day(s) and/or \_\_\_\_\_  
sick day(s) to the donated leave fund to be used by \_\_\_\_\_ (specify  
name of intended recipient).

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_

FOR USE BY THE CITY:

Your request to transfer the above sick day(s) \_\_\_\_\_ has been approved \_\_\_\_\_.  
has been disapproved \_\_\_\_.

Reason(s) if disapproved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Appendix E Donated Leave  
Program

DONATED LEAVE REQUEST FORM

THE FORM MUST BE COMPLETED BY THE RECIPIENT AND SUBMITTED TO THE RECIPIENT'S SUPERVISOR  
FOR PROCESSING TO THE CITY OF ASBURY PARK

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3a. I have attached a doctor's certification attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:  
\_\_\_\_\_
- 3b. I have attached a doctor's certification attesting to the nature of \_\_\_\_\_  
(name) catastrophic health condition or injury. This person is my \_\_\_\_\_  
(specify family relationship).
- 4.I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that receipt of donated leave will not preclude the City from filing disciplinary charges, if applicable.
8. I represent that I have used all of my accrued leave (sick/vacation and personal) and/or compensatory time prior to receipt of any donated leave time.

|                    |             |
|--------------------|-------------|
| Recipients Name:   | Office Tel: |
| Signature:         | Date:       |
| Recipients Depart: |             |

## Appendix F

DEPARTMENT HEAD  
REQUEST FOR NEW HIRE/PROMOTION

This form is to be used by Department Heads ONLY

Use this form to request the hire of new employees and promotional requests. Complete this form and submit to the City Manager for approval prior to beginning your search for new employees or requesting a list from the Civil Service Commission.

DEPARTMENT \_\_\_\_\_

TITLE: \_\_\_\_\_ NUMBER OF POSITIONS: \_\_\_\_\_

Circle one: FULL TIME PART TIME

TEMPORARY EMPLOYMENT? YES NO

NOTIFICATION OF TEMPORARY STATUS: \_\_\_\_\_

Circle one: NEW HIRE PROMOTION

IF PROMOTION, SPECIFY TITLE CHANGE:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

RESIDENCY – Circle One

ASBURY PARK ONLY COUNTY SURROUNDING COUNTIES STATE

BUDGET ALLOCATION

Circle One: GRANT ALLOCATION REGULAR (NON –GRANT)

IF GRANT, SUPPLY INFORMATION REGARDING THE SPECIFICS OF THE GRANT:

APPROXIMATE HIRE DATE: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_  
(Print Name) (Signature)

TO BE COMPLETED BY THE CITY MANAGER

Circle One:  
REQUEST IS APPROVED DISAPPROVED

City Manager (Date)

## Appendix I

### COMMERCIAL DRIVERS LICENSES DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF ASBURY PARK

#### PURPOSE:

The purpose of this program is to comply with federal and state statutes which require drug and alcohol testing for commercial drivers licensed Employees, and maintain a safe drug free work environment. The requirements below may not be exhaustive and the City reserves the right to follow laws, regulations, rules, etc. promulgated by the Federal government, State of New Jersey, the City's insurance carrier(s), or other parties.

#### AUTHORITY:

This policy is intended to comply with all applicable federal and state statutes which relate to regulations relating to Commercial Drivers Licensed Employees, including but not limited to the following.

49 CFR Part 40: Procedures for Transportation Workplace Drug Testing Programs.

49 CFR, Part 391: Subpart H, Controlled Substance Testing, Covering Federal Highway Administration (FHWA) and controlled drivers.

Section 382-401 Federal Motor Carrier Safety Regulations

49 CFR, Part 394: Notification and Reporting of Accidents

#### CITY OF ASBURY PARK POLICY:

In an effort to ensure that the City of Asbury Park complies with Department of Transportation Regulations, a drug and alcohol testing program will be in effect for all commercial drivers licensed holders, hereinafter referred to as employees. This program will provide for pre-employment, random, post-accident testing, reasonable suspicion, return to duty, and follow-up testing. The City has retained an independent contractor, (Hereinafter referred to as the agent), to manage and administer the testing program.

Any employee possessing a commercial driver license reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor will first seek another supervisor's opinion of the employee's status. The supervisor will subsequently consult privately with the employee about the observation. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be required to be tested for alcohol and illicit substances, depending on the supervisory determination of the observed impairment. (Under no circumstances will an impaired employee be allowed to drive.)

Prescription drugs prescribed by the employee's physician which do not adversely affect safety or work performance may be taken during working hours. The employee should notify the supervisor of the use

of any properly prescribed prescription drugs which may adversely affect the employee's work performance. The abuse of prescription drugs will not be tolerated.

#### TESTING PROCEDURES:

The Department of Transportation rules require drug and alcohol testing for employees possessing Commercial Driver's licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing. Below you will find explanations of how this testing will be performed.

#### Drug Testing:

All drug testing required by the City of Asbury Park will be performed in accordance with Department of Transportation guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana, and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under Department of Transportation guidelines by a City employee.

Drug testing shall be by urinalysis using split samples. Split sample testing requires the specimen be divided into two separate bottles during the collection process. These two bottles are designated as (1) the primary specimen which shall contain no less than 15 ml of urine, and (2) the "split" specimen which shall contain no less than 15 ml of urine. Upon arrival at the laboratory the primary specimen will be opened and tested. In the first screening test, immunoassay techniques are used to screen urine specimens for classes of drugs. In the second or confirmation test, any positive results found in the first screening will be confirmed using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of specific drugs. Not test result will be reported by the laboratory to the Medical Review Officer (MRO) as a positive drug test result unless both the initial screening test and the confirmation test are positive.

The laboratory shall report the test results to the Medical Review Officer (MO) who shall evaluate the chain of custody, urine custody form, and test results. If a test is reported positive by the laboratory, the MRO will interview the employee to make an independent evaluation of whether the test should be reported as negative or positive. The MRO will report the results of a drug test to the City's designee.

Should an interview with the employee be necessary, the MRO will make two attempts on consecutive business days to call the employee. Should the MRO fail to make contact, he/she shall contact the City's designated representative to request that the employee contact the MRO.

The City's designated representative shall inform the employee of the MRO request in a confidential matter. Failure to respond within five days will be noted by the MRO when positive results are reported. If the MRO and the City's designated representative are unable to contact the employee; the employee may be placed on unpaid medical leave pending dismissal. It is the employee's responsibility to provide a phone number at which he/she can be contacted on the chain of custody form.

#### Alcohol Testing:

The Department of Transportation rules require breath testing for alcohol. This testing must be done using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). This testing can only be performed by a Breath Alcohol Testing Technician (BAT) that is certified in the equipment being used. The testing rules, regulations and outcomes shall follow Federal and State rules.

#### PRE-EMPLOYMENT TESTING:

All prospective employees applying for positions that require a commercial Driver's License will be required to undergo a pre-employment test for the presence of illicit drugs. Receipt by the City of negative test results is required prior to engaging in any safety sensitive function or an offer to employment. A positive test result will disqualify an applicant from further consideration at that time.

Failure to keep an appointment with the agent, which was previously agreed to by both the prospective employee and the Agent, will be viewed as an attempt to elude the testing or alter its results. No further consideration for employment will be given the prospective employee at that time.

#### **Employability Proof:**

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

#### **RANDOM TESTING:**

All employee's covered by service contracts which require random testing and all employees who must have Commercial Driver's License to perform their duties for the City will be subject to random, unannounced alcohol and drug testing. Selection criteria, number of tests and test frequency will be determined by the language of FHWA regulations and will be communicated to employees by City management of Agent.

Upon notification of selection, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to elude the test or alter its results and could result in disciplinary action up to and including termination.

#### **REASONABLE SUSPICION TESTING:**

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long and short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to, the following:

Adequate documentation of unsatisfactory work performance or on-the-job behavior.

Physical signs and symptoms consistent with substance abuse.

Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, alcohol, or drugs.

Fights, assaults, or flagrant disregard of violations of established safety, security or operating procedures.

Reasonable cause testing determination will be made by a supervisor of City official who is trained to detect the signs and symptoms of drug and alcohol use and who can reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to substance abuse. If another supervisor or City official is immediately available, he/she will verify that there is reasonable cause before the employee is transported to the agent's facility. At no time will this determination be made on the basis of third party reports without verification.

Note: Employees are cautioned that various over-the-counter and prescribed medications can adversely affect ability to operate vehicles and other equipment. It is the employee's responsibility to report to work each day fit for his or her duties.

Employees who are deemed to require a fitness for duty evaluation based on reasonable cause will be sent to a health facility of the City's choice. The attending physician will make every attempt to determine the cause of the observed behavior, including authorizing, when his/her medical opinion dictates, an additional alcohol or drug test which is more comprehensive than that required by FHWA, state or contractual requirements. Employees will be placed on unpaid medical leave of absence until the results of the examination are received by the City. Receipt of a negative drug test result and/or doctor's statement that the employee was and is fit for duty is required prior to continued employment. Employees who are returned to duty by this means will be reinstated without prejudice.

Employees who are medically determined to be temporarily unfit to perform their duties, but who test negatively for alcohol or drugs, will return to duty when they obtain the original examining doctor's written statement that they are fit for duty.

#### DISCIPLINARY ACTION

(This section applies only to those who test positive for random or Reasonable Cause.)

Alcohol Testing Positives:  
.02-.039

Employees who test positive during alcohol breath testing (first offense) in the range of .02 to .039 will be suspended from work for a minimum of twenty-four hours and be required to pass a return-to-duty breath alcohol test before returning to work. In addition, the employee will be subject to disciplinary action. (All return-to-duty testing will be done at the employee's expense.)

Employees who test positive during alcohol breath testing (first offense) in the range of .04 or higher will be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.
2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.
3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City . (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

Employees who test positive during alcohol breath testing (second offense) in the range of .04 or higher may be terminated.

#### DRUG TESTING POSITIVES:

Employees who test positive during drug testing (first offense) may be suspended from work and subject to disciplinary action up to and including termination. At a minimum the employee must remain suspended until:

1. The employee is evaluated by a Substance Abuse Professional. This professional must meet the criteria outlined in the Department of Transportation's Alcohol and Drug Rules for Substance Abuse Professionals.
2. The employee complies and completes all recommendations made by the Substance Abuse Professional and be able to document same.
3. The employee submits to a return-to-duty drug test and proof of a negative test result must be received by the City. (All return-to-duty testing is done at the employee's expense.)

The employee will then be subject to follow-up testing for up to sixty months. A minimum of six (6) follow-up tests must be performed within the first twelve months. (All follow-up testing is done at the employee's expense.)

An employee who test positive during drug testing (second offense) may be terminated.

In any cases where an employee who test positive during a random or reasonable suspicion test is required to remain out of work for a period of more than two (2) weeks, the City reserves the right to fill that position.

#### POST ACCIDENT TESTING:

Any employee involved in an accident will be required to submit to a post-accident alcohol and drug test if instructed to do so by a police officer, a Supervisor of the city of Asbury Park, City Manager or if:

1. The driver's performance either contributed to an accident or cannot be discounted as a contributing factor to the accident.
2. The driver involved in an accident receives a citation for a moving violation.
3. There is a fatality as a result of an accident.
4. The accident meets the Department of Transportation criteria for an accident that requires such testing.

When a post-accident test is indicated, the City will make every effort to have said test performed within two hours of notification of the accident. At no time will a period of more than eight hours transpire between notification and testing. Documentation of the entire post-accident procedure should be made by all personnel involved in the notification and testing process.

Receipt by the City of a negative alcohol and drug test result is required prior to return to duty. A positive test result may disqualify an employee from further employment or reinstatement at that time or any time in the future. Refusal to comply with the testing process will be considered insubordination and will subject the employee to the same disciplinary action as a positive result.

#### RETURN TO DUTY TESTING:

(All return-to-duty testing is done at the employee's expense.)

When the employee is cleared to return to work after a positive random or reasonable suspicion test, he/she will be required to pass an alcohol and drug test. Upon receipt of a negative finding, the City will review the employee's employment and will then determine whether or not the employee will be allowed to return to work. If an employee is allowed to return to work, he/she will be subject to follow-up testing, as determined by the City.

#### FOLLOW-UP TESTING:

(All follow-up testing is done at the employee's expense.)

Any employee returning to work with the City after being suspended for a positive alcohol or drug test or returning to work after a leave of absence for voluntary substance abuse treatment will be subject to random follow up testing. The employee will be tested at least six (6) times in the first twelve months after returning to duty, and may be subject to follow-up testing for up to sixty (60) months.

Any employee who test positive for drugs or alcohol during the follow-up testing process may be terminated.

#### CONFIDENTIALITY OF TEST RESULTS:

The results of any drug test will be reported and recorded in a confidential manner. Allowable communication of medical or test results will follow guidelines established in 49 CFR, Part 40. The results will not be reported to any additional parties without the employee's written authorization, except as outlined in 49 CFR, Part 40. A copy of the individual's test results will be available upon request.

#### QUALITY ASSURANCE OF TESTING PROGRAM:

The City, through its agent, will take steps in its arrangements for testing to ensure that the laboratory is certified by SAMHSA/NIDA and meets the requirements of the U.S. Department of Transportation (DOT).

The chain of custody for any urine sample shall be maintained at all times. If the chain of custody is broken, after the tamper-proof seal is applied, the employee shall be re-tested at the City's expense.

Any employee who receives a positive test result will have the right to ask the City's Medical Review Officer (MRO) to re-test the sample at a NIDA certified laboratory of the employee's choice at the employee's expense.

The City, through its Agent, will make every effort to ensure that the equipment being used for alcohol breath testing meets all the requirements of the Department of Transportation and that all testing will be performed by a qualified Breath Alcohol Technician.

#### SUBSTANCE ABUSE RELATED BEHAVIOR:

Any employee engaging in the manufacture, distribution, dispensing, possession or use of prohibited substance on City premises, in City vehicles, or while on City business will be immediately discharged. Any manufacture, distribution, dispensing, possession, or use of prohibited substances by any employee in any manner which affects the employee's job performance, or which may cause the public or government or corporate body to lose confidence in the City's ability to perform its responsibilities, will result in disciplinary action up to and including termination. Law enforcement officials could be notified, as appropriate, where criminal activity is suspected. Any employee convicted of violating a criminal drug statute will notify the designated City representative within five day of such conviction.

An employee who refuses to comply with a request for drug testing shall be considered as having produced a positive test result and may be discharged. Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination adulteration, or substitution, may be terminated for insubordination. In the event that the laboratory detects any substance which has been added to the sample to interfere with the normal testing process will be considered a "refusal to test" and the same sanctions will apply.

The City reserves the rights to inspect, investigate, and search for controlled substances at any time, with or without prior notice, on or in any and all City premises and vehicles. Refusal to cooperate with any inspection, investigation, or search that is authorized by a City representative may result in termination for insubordination.

#### EMPLOYEES VOLUNTARILY SEEKING HELP:

The City strongly encourages an employee with drug/alcohol abuse problem to voluntarily step forward to tell the City.

The City will assist in referring the employee to community assistance programs. An unpaid leave of absence will be granted for a reasonable period for treatment. The City will make every effort to hold the employee's position during the rehabilitation process, though this cannot be guaranteed.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the City only after there has been (1) a positive drug test, (2) violation of a City rule or standard, (3) a violation of law, or (4) a violation of this policy, the same conditions outlined in Sub-section A of the Return To Duty section of this policy shall apply. If an employee fails to remain drug free after the first voluntary rehabilitation, he/she could be terminated.

#### TRAINING:

In an effort to educate employees in the dangers of drug use and the City's commitment to keeping drugs out of the workplace, each employee will receive information covering the dangers of substance abuse, The City's commitment to an alcohol and drug free workplace, and the penalties for violation of this policy are described elsewhere.

## APPENDIX J

Note: This is an Excel file pasted into this document; electronic version available from the City Manager

## City of Asbury Park Performance Appraisal

|                |  |                 |  |
|----------------|--|-----------------|--|
| Employee Name: |  | Date of Review: |  |
| Department:    |  | Job Title:      |  |

### Section One: General Performance Evaluation

I. KNOWLEDGE OF WORK – Demonstrates an understanding of the job requirements, methods, techniques and skills.

|                                |                        |
|--------------------------------|------------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|                                | 0                      |

II. PRODUCTIVITY – Produces a volume of work consistent with the performance standards assigned the position.

|                                |                        |
|--------------------------------|------------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|                                | 0                      |

III. JUDGMENT –Interprets and applies rules and directions sensibly, and makes sound decisions based upon available facts.

Attachment: Personnel Manual 2019 no track changes (2019-179 : Adopting the Personnel Policy for 2019)

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

IV. COMMUNICATION – Organizes and presents thoughts in an effective manner, both orally and through writing.

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

V. PUBLIC RELATIONS – Maintains a professional and courteous demeanor with members of the public. Responds to requests in a helpful and timely manner.

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

VI. DEPENDABILITY – Demonstrates a responsible attitude; performs duties in an accurate and dependable manner with a minimum of supervision.

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

VII. WILLINGNESS TO LEARN – Demonstrates an aptitude to acquire and retain knowledge relative to the position.

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

VIII. INITIATIVE – Demonstrates an ability to think independently. Originates innovative ideas and methods to improve job or complete task better.

|                                |                     |
|--------------------------------|---------------------|
| <i>Narrative, if necessary</i> | <i>Rating (1-5)</i> |
|                                | 0                   |

Attachment: Personnel Manual 2019 no track changes (2019-179 : Adopting the Personnel Policy for 2019)

IX. ATTENDANCE RECORD – Number of sick days used (attendance over prior twelve months).

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

XI. OVERALL PERFORMANCE – Overall appraisal of the employee's job performance.

| <i>Narrative, if necessary</i>     | <i>Rating (1 to 5)</i> |
|------------------------------------|------------------------|
| Janice's over performance is good. | 0.0                    |

### Section Two: Specific Items From Job Description

COOPERATION – Good coordination and effecting working relations with other employees

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

REPORTS – Reports are prepared in a timely fashion and with required deadlines.

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

ACCURACY - Correspondence, reports and related items are produced in mistake free and accurate.

| <i>Narrative, if necessary</i> | <i>Rating (1 to 5)</i> |
|--------------------------------|------------------------|
|                                | 0                      |

|                                |     |
|--------------------------------|-----|
| Average Rating of all Sections | 0.0 |
|--------------------------------|-----|

|   |                                                                                                                                                                   |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>UNSATISFACTORY::</b> Fails to meet standards or expectations on more than half the job performance factors. Individual consistently fails to achieve standard. |
| 2 | <b>IMPROVEMENT NEEDED:</b> Some areas of the employee's performance fall below what is expected. Employee does not consistently meet expectations.                |

Attachment: Personnel Manual 2019 no track changes (2019-179 : Adopting the Personnel Policy for 2019)

|   |                                                                                                                                                                      |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>MEETS EXPECTATIONS:</b> Employee regularly performs tasks and achieves standard or expectations. Consistently achieves standards.                                 |
| 4 | <b>ABOVE EXPECTATIONS:</b> Employee's performance is consistently beyond expectations. More than half of the job performance factors fall above normal expectations. |
| 5 | <b>EXCEPTIONAL:</b> Employee performs all tasks in an exceptional manner. Stand among peers.                                                                         |

### Section Three: Strengths, Areas of Improvement & Action Plan

I. STRENGTHS: – Summarize the areas in which the employee does well and include suggestions for further development of these strengths.

II. AREAS FOR IMPROVEMENT: – Outline the areas in which the employee could improve performance.

III. ACTION PLAN: – List specific action steps that can be taken in the coming year to improve employee's performance. Include specific goals and objectives where possible.

|                      |  |                                 |  |
|----------------------|--|---------------------------------|--|
| Supervisor:          |  | Date Discussed<br>With Employee |  |
| Employee's Comments: |  |                                 |  |

Further Comments by Supervisor:

Employee Signature:

Date:

|                     |  |
|---------------------|--|
| Date of Last Review |  |
| Date of Next Review |  |

**Receipt of Employee Handbook**

City of Asbury Park  
 1 Municipal Plaza  
 Asbury Park, NJ 07712  
 (732) 775-2100

This confirms that I received a copy of the City of Asbury Park Employee Handbook. I understand that the Handbook contains management guideline only and that the City expressly reserves the right to change, modify, or delete the rules, policies, and benefits contained in the Handbook at any time. The City shall have the maximum discretion permitted by Law and Civil Service Regulation to administer, interpret, modify, discontinue or enhance any policy or rule. No statement or representation by a representative of the City, whether oral or written, can supplement or modify this Handbook. I also understand it is my responsibility to read this Handbook.

I understand that neither this Handbook nor any other communication by a management representative, whether oral or written, is intended to in any way create a contract of employment. Since employment with the City is voluntarily entered into, I am free to resign at any time. Similarly, the City may terminate this employment relationship whenever it believes it is appropriate.

Lastly, I understand that bargained contracts and other operating procedures may take priority over this Handbook.

---

 Printed Name

---

 Date

---

 Signature

---

 Union (if applicable)



## RESOLUTION NO. 2019-180

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

### **RESOLUTION REQUESTING DEAL LAKE COMMISSION RECORD PUBLIC MEETINGS**

**WHEREAS**, the City of Asbury Park is a member of the Deal Lake Commission; and

**WHEREAS**, the City is one of the largest members by land mass and by the payments of dues; and

**WHEREAS**, the residents, businesses, property owners, government officials and other interested parties associated with the City of Asbury have a vested interest in the operations of approximately 158 acres of lake and 12.5 miles of shoreline; and

**WHEREAS**, the Mayor and Council of the City of Asbury Park hereby request that the Deal Lake Commission record and televise its meetings for public consumption; and

**WHEREAS**, the City Clerk is hereby requested to send a copy of this Resolution to the other members of the Commission, the City's liaison to Commission and the Commission's Executive Director.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey that the Deal Lake Commission record and televise their public meetings.

**AND NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey that the City Clerk shall provide a copy of this Resolution to the entities listed above.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-180 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

CERTIFIED BY ME THIS 9th DAY OF May, 2019.

CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-20**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX, ENTITLED  
“ENVIRONMENTAL REGULATIONS,” IN ORDER TO ADD A NEW SECTION 20-3  
THEREOF, TO BE KNOWN AS “PLASTIC BAGS,” OF THE “CODE OF THE CITY  
OF ASBURY PARK, NEW JERSEY.”**

**WHEREAS**, the Mayor and Council of the City of Asbury Park (the “City”) are aware that the widespread use of single-use plastic carryout bags creates significant litter problems within the City, and recognize that such plastic bags have been found in the City’s parks, sewer systems, lakes, and on the City’s dunes, beaches and in the Atlantic Ocean; and

**WHEREAS**, the broad use of single-use plastic carryout bags and their typical disposal creates an impediment to the achievement of the environmental goals of the City to maintain a clean community that is not hazardous to humans and wildlife; and

**WHEREAS**, the production and disposal of single-use plastic carryout bags causes significant environmental impacts, including unhealthy and unsightly litter, the depletion of our natural resources, the unnecessary use of non-renewable and polluting fossil fuels, and increased solid waste disposal costs; and

**WHEREAS**, studies have shown that, of all types of single-use carryout bags, plastic carryout bags cause more litter and harm to marine life than any other bags, and the Mayor and Council believe that this is a paramount concern to the City given that the City is bordered on three sides by bodies of water; and

**WHEREAS**, studies have also documented that banning single-use plastic carryout bags will facilitate a large-scale reduction in the use of plastic bags, encourage the use of recyclable paper bags, and increase the overall usage of reusable bags; and

**WHEREAS**, the Mayor and Council believe that a reduction in the use of single-use plastic carryout bags will help to protect the marine and natural environment, advance solid waste reduction goals, reduce greenhouse gas emissions, keep waterways and parks clean, and promote the protection of the health, safety and welfare of the general public; and

**WHEREAS**, the Mayor and Council therefore wish to enact the within Ordinance pursuant to N.J.S.A. 40:48-2.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter XX, entitled “Environmental Regulations,” of the “Code of the City of Asbury Park,

New Jersey” is hereby amended and supplemented in order to add a new Section 20-3 thereof, to be known as “Plastic Bags,” as follows:

## **CHAPTER XX**

### **ENVIRONMENTAL REGULATIONS**

#### **20-3 PLASTIC BAGS.**

##### **20-3.1 Purpose.**

It is hereby determined and declared to be the public policy of the City of Asbury Park to address a significant global problem relating to the production and use of single-use plastic carryout bags and the adverse effects emanating directly therefrom. Specifically, the intent of this Ordinance is to reduce the use of single-use plastic carryout bags, and to promote the use of reusable carryout bags in order to reduce litter, to reduce harm to humans, wildlife and the environment, to protect our parks and coastal waterways, and to protect the health, safety and welfare of the general public.

##### **20-3.2 Definitions.**

As used in this Section:

“Carryout bag” shall mean a bag that is: (1) provided by a covered store to a customer at the point of sale to carry food items, goods or other products purchased from such store; or (2) provided by a street vendor to a customer at the point of sale to carry food items or goods/products purchased from such street vendor. Such term shall not include reusable carryout bags or exempt bags.

“City” shall mean the City of Asbury Park, in Monmouth County, New Jersey.

“City Manager” shall mean the City Manager of the City of Asbury Park, or his/her designee(s), authorized to carry out the provisions of this Section.

“Covered store” shall mean (i) a food service establishment, and (ii) a retail, wholesale or service establishment engaged in either the sale of personal, consumer or household items, or the provision of services, including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, hardware stores, liquor stores, clothing stores, jewelry stores, or other retail establishments of any kind, or service establishments of any kind, including but not limited to beauty salons, etc., that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

“Exempt bag” shall mean any of the following:

- a. Bags without handles to carry produce, meats, dry goods, or other non-prepackaged food items to the point of sale within a covered store to prevent such food items from coming into direct contact with, and/or intended to stop cross-contamination with, other

purchased items;

- b. Bags provided by a pharmacy to carry prescription drugs;
- c. Laundry or dry-cleaning bags;
- d. Newspaper bags;
- e. Bags used to contain or wrap ice, frozen foods, meat, fish, or other items, whether prepackaged or not, to prevent or contain moisture;
- f. Bags associated with any purchase related to an individual receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, the EBT Program, or the New Jersey State Special Supplemental Nutrition Program for women, infants and children (as full or partial payment, fixed income or disability); or
- g. Any other bag to be exempted from the provisions of this Section as determined by the City Manager or his/her designee.

“Food service establishment” shall mean any establishment located in the City which serves made to order food and/or beverages for dine in, take out or delivery, but not including food trucks and mobile food carts.

“Operator” shall mean a person in control of, or having responsibility for, the daily operation of a covered store, which may include, but need not be limited to, the owner of the covered store.

“Reusable carryout bag” shall mean a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- a. Made of cloth or other machine washable fabric;
- b. Made of polyester, polypropylene, cotton or other durable material or plastic that is at least 2.25 mils in thickness; or
- c. Defined as a reusable bag by the City Manager or his/her designee.

“Single-use paper carryout bag” shall mean a single-use carryout bag that is made of paper.

“Single-use plastic carryout bag” shall mean any carryout bag that is made of plastic and that is not: (1) a single-use paper carryout bag; (2) a reusable carryout bag; or (3) an exempt bag.

“Street vendor” shall mean, for purposes of this Section, any person or business peddling, vending, selling, or displaying for sale any merchandise or food that is presented from a mobile or transient setting, including but not limited to a vehicle, truck, food truck, or cart, or from a moveable tent, table, or stand, or otherwise. This term shall include but not be limited to all peddlers, transient merchants and/or other vendors who are licensed under Chapter IV of the City Code, as well as all vendors at farmers markets, street festivals, and other events requiring group or special event permits (per Section 4-10 of the City Code), and street performers who have

obtained a permit under Section 4-15 of the City Code.

### **20-3.3 Use of Single-Use Plastic Carryout Bags Prohibited.**

Effective January 1, 2020, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport food items, goods or other products out of the covered store or from the point of purchase, except in accordance with the provisions of this Section. Nothing in this Section shall be read to preclude operators of covered stores or street vendors from providing single-use paper carryout bags to customers for a fee in accordance with Subsection 20-3.4 of this Section or from making reusable carryout bags available for sale to customers. No operator or street vendor shall preclude customers from using their own reusable carryout bags.

### **20-3.4 Carryout Bag Fee.**

a. Effective January 1, 2020, an operator of a covered store or a street vendor may provide a customer with a single-use paper carryout bag or reusable carryout bag, provided that the operator or street vendor shall impose and collect a minimum fee of \$0.10 for each single-use paper carryout bag or reusable carryout bag provided to the customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this Section shall be retained by the covered store or street vendor. The City recommends that such funds be utilized by covered stores and street vendors to purchase additional single-use paper carryout bags and reusable carryout bags for use by customers and/or to provide outreach and education efforts aimed at educating residents and consumers about reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. Each operator shall indicate on the sales or other receipt given to the customer the total number of single-use paper carryout bags provided to the customer, and the total fee charged to the customer pursuant to “a” above. This provision shall not apply to street vendors.

c. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.

d. No covered store or street vendor shall charge or prevent a person from using a bag of any kind that they have brought to any such covered store or street vendor for purposes of carrying food items, goods or other products from such store or street vendor.

### **20-3.5 Outreach and Education.**

a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents, covered stores and street vendors on reducing the use of single-use plastic carryout bags and increasing the use of reusable carryout bags.

b. To the extent practicable, the City Manager or his/her designee shall seek the

assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents, and to covered stores and street vendors.

### **20-3.6 Enforcement.**

a. Any notice of violation issued pursuant to this Section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.

b. The City Manager shall designate appropriate departments and/or staff to enforce this Section, including but not limited to the Police Department, Public Works Department, and/or Code Enforcement Department.

### **20-3.7 Penalty.**

Any person who is convicted of a violation of this Section shall, upon conviction, be liable to the following penalties: for the first offense, there shall be a fine of Two Hundred and Fifty Dollars (\$250.00); for the second offense, there shall be a fine of Five Hundred Dollars (\$500.00); and for the third and each subsequent offense, there shall be a fine of One Thousand Dollars (\$1,000.00).

**BE IT FURTHER ORDAINED**, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b); however, the restrictions contained in the within Ordinance shall not become effective until January 1, 2020.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-20 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

---

CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-21**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER  
A CERTAIN PORTION OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO  
THE PROPERTY LOCATED AT 301 EIGHTH AVENUE (BLOCK 4301, LOT 6, F/K/A  
BLOCK 218, LOT 1)**

**WHEREAS**, the City of Asbury Park (the “City”) has received a request from 301 Eighth Avenue Condominium Association, Inc. (the “applicant”) to grant an easement over a portion of the public right-of-way area adjacent to the property located at 301 Eighth Avenue, which is more commonly known and designated as Block 4301, Lot 6 (f/k/a/ Block 218, Lot 1) on the Official Tax Map of the City (the “Property”); and

**WHEREAS**, the Property is the site of a seven (7) unit condominium complex situated at the corner of Eighth Avenue and Webb Street in the City; and

**WHEREAS**, the applicant wishes to construct and maintain a retaining wall along the Webb Street frontage of the Property which will measure approximately twenty-four (24) inches in height and extend approximately one hundred twenty-five (125) feet in length as part of an overall property beautification project; and

**WHEREAS**, the proposed retaining wall will be constructed immediately adjacent to the western edge of the sidewalk along the Webb Street side of the Property; and

**WHEREAS**, the proposed retaining wall will encroach into the public right-of-way area by approximately three hundred sixty (360) square feet, and thus an easement from the City will be required in order for the proposed retaining wall to be constructed and maintained in the desired location; and

**WHEREAS**, the City’s Tax Assessor has opined that the value of the proposed easement area is Seven Dollars (\$7.00) per square foot, thus equating to an overall value of Two Thousand Five Hundred and Twenty Dollars (\$2,520.00); and

**WHEREAS**, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

**WHEREAS**, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing

- sidewalk that is adjacent to the Property; and
- (2) The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general; and
  - (3) Based upon information from the applicant, the placement of the proposed retaining wall on the land that is actually owned by the applicant would require that the wall be pushed into the sloped area of the Property, thus necessitating a taller wall which would appear massive and leaving a strip of dirt between the face of the wall and the sidewalk edge, both of which the City find to be undesirable; and
  - (4) The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
  - (5) The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

**WHEREAS**, as a result, to the extent that the City has jurisdiction over the area in question (and without making any affirmative representations with regard thereto), the Mayor and Council are willing to grant an easement to the applicant to permit the construction and maintenance of the proposed retaining wall in the desired location, for the consideration of Two Thousand Five Hundred Twenty Dollars (\$2,520.00), on the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s); and

**WHEREAS**, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

**WHEREAS**, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, as follows:

1. That, to the extent that the City has jurisdiction over the area in question (and without making any affirmative representations with regard thereto), the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant over a portion of the public right-of-way area, measuring approximately three hundred sixty (360) square feet (which area shall be described in more detail in a metes and bounds description to be attached to the Easement Agreement to be executed by the parties), in order to allow for the construction and maintenance of an approximately 24 inch high retaining wall to be located immediately adjacent to the western edge of the sidewalk along the

Webb Street side of the Property, for the consideration of Two Thousand Five Hundred Twenty Dollars (\$2,520.00), on the condition that the easement area shall only be used for the purpose(s) set forth herein and for no other purpose(s).

2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the necessary Easement Agreement in order to effectuate the granting of this easement, which Easement Agreement shall be in a form satisfactory to the City Attorney and the City Manager.
3. That, following proper execution and notarization of the necessary Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

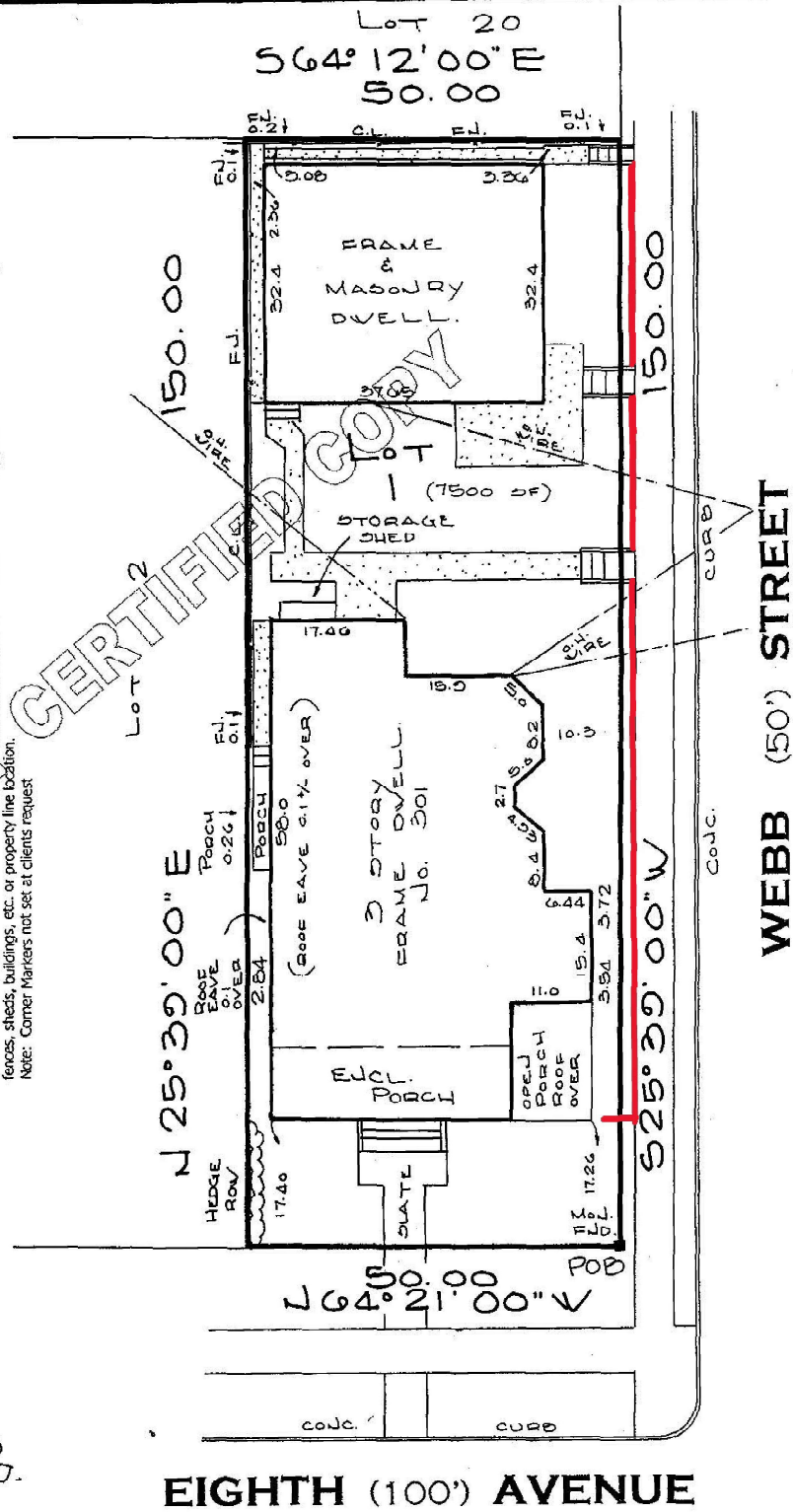
I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-21 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

---

CINDY A. DYE  
CITY CLERK

*11-20*

I declare that to the best of my professional knowledge, information and belief, that this map or plan is the result of a field survey made **05-16-02** by me or under my direct supervision in accordance with the rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors N.J.A.C. 13-40-5.17 and Surveyors, preparation of land surveys. The information shown hereon correctly represents the portions found at and as of the date of the field survey except such improvements or easements if any below the surface of the ground and not visible, or any pertinent facts an accurate title search may disclose. This declaration is given to parties named hereon solely for this transaction only and is non-transferable. No responsibility or liability is assumed by the surveyor for use of this survey for any other purpose.  
Caution: If this document does not contain a raised impression seal of the professional, it is not an authorized original document and may have been altered.  
Circuits and building dimensions shown hereon shall not be used as a basis for construction of any permanent features including fences, sheds, buildings, etc. or property line location.  
Note: Corner Markers not set at clients request



**SURVEY PLAT**  
**LOT 1, BLOCK 218**  
**ON THE**  
**CITY OF ASBURY PARK**  
**TAX MAP**  
CITY OF ASBURY PARK  
MONMOUTH CO., NEW JERSEY

TO: BRADLEY S. SMITH AND TODD L. SMITH  
LAWYERS TITLE INSURANCE CORPORATION  
SPECTOR & DIMIN, ESQUIRES

**WILLIAM J. FIORE, INC.**

PROFESSIONAL LAND SURVEYORS  
757 FISCHER BLVD., TOMS RIVER, NJ 08753  
TEL. (732) 270-1488 FAX (732) 270-1194

*William J. Fiore*

WILLIAM J. FIORE, PROFESSIONAL LAND  
SURVEYOR GS #35362 DATE 5-17-04

HARDSCAPES

ALLAN BLOCK WALL

Allan Block Wall

PRODUCTS



AB Stone  
8" H x 18" L x 12" D



AB Classic  
8" H x 18" L x 12" D



AB Lite Stone  
4" H x 18" L x 12" D



AB Jumbo Jr.  
8" H x 8.5" L x 10" D



AB Capstone  
4" H x 18" L x 12" D



AB Corner  
8" H x 16" L x 8" D



AB Vertical \*  
Special Order



AB Rock  
Special Order

\*Special Order Only. Specifications upon request. Contact your Sales Representative.



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-22**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER  
A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE) ADJACENT  
TO THE PROPERTY LOCATED AT 306 (A/K/A 308) MAIN STREET, ASBURY PARK,  
NEW JERSEY (BLOCK 2508, LOT 9)**

**WHEREAS**, the City of Asbury Park (the “City”) possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

**WHEREAS**, Santander Bank, N.A., f/k/a Sovereign Bank, N.A. (the “applicant”) is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

**WHEREAS**, the applicant has requested that the City allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the applicant’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

**WHEREAS**, the proposed Canopy shall encroach into the air space of the public R.O.W. area by approximately sixty-five (65) square feet; and

**WHEREAS**, the easement area is described in more detail in the Exhibits which are attached to a proposed Easement Agreement, which is attached hereto and made a part hereof; and

**WHEREAS**, the terms and conditions associated with this undertaking are also set forth in more detail in the attached Easement Agreement; and

**WHEREAS**, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

**WHEREAS**, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to continue to utilize the existing sidewalk or other public areas that are adjacent to the Property, as the encroachment involves air space only; and

2. The within proposed encroachment is necessary in order to allow for the planned beautification project at the Property, which will improve the aesthetic appearance of the Property and the surrounding area(s) in general, which are located in the Main Street Redevelopment Area; and
3. The total area of the within proposed encroachment is de minimus given the overall size of the Property; and
4. The granting of the proposed easement will not negatively affect the surrounding area in which the Property is located; and

**WHEREAS**, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an assignable easement in perpetuity to the applicant over the easement area (which constitutes air space) in order to permit the replacement, repair and maintenance of the Canopy, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), with the condition that the easement area shall only be used for the purpose(s) set forth herein, and for no other purpose(s), and pursuant to the terms and conditions set forth in the attached Easement Agreement; and

**WHEREAS**, the purpose of this Ordinance is to authorize said approval in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

**WHEREAS**, the Mayor and Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, as follows:

1. That, to the extent that the City has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the City authorizes the conveyance of an assignable easement to the applicant, in perpetuity, for the consideration of Five Hundred Twenty Two Dollars (\$522.00), over a certain portion of the public right-of-way area ("R.O.W."), constituting air space, which is described and depicted in more detail in the attached Easement Agreement, pursuant to the terms and conditions set forth in the attached Easement Agreement.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, the attached Easement Agreement, in order to effectuate the granting of this easement.

3. That, following proper execution and notarization of the attached Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-22 which was finally adopted by the City Council at a meeting held on the 22nd day of May, 2019

---

CINDY A. DYE  
CITY CLERK

**Record & Return To:**

Frederick C. Raffetto, Esq.  
 Ansell Grimm & Aaron, P.C.  
 1500 Lawrence Ave.  
 CN 7807  
 Ocean, NJ 07712

Prepared by:

\_\_\_\_\_  
 Frederick C. Raffetto, Esq.

**EASEMENT AGREEMENT TO PERMIT ENCROACHMENT OVER A CERTAIN  
 PORTION OF THE RIGHT-OF-WAY AREA (AIR SPACE)  
 ADJACENT TO THE PROPERTY LOCATED AT  
 306 (A/K/A 308) MAIN STREET, ASBURY PARK, NEW JERSEY  
 (BLOCK 2508, LOT 9).**

**THIS AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “Grantor” or “City”), and Santander Bank, N.A., f/k/a Sovereign Bank, N.A., a national banking association, having an office at 824 North Market Street, Suite 100, Wilmington, Delaware 19801, and its successors and/or assigns (the “Grantee”).

**WITNESSETH:**

**WHEREAS**, the City possesses certain ownership and control authority over certain public right-of-way (“R.O.W.”) areas located within the City; and

**WHEREAS**, the Grantee is the owner of the property located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey, which is more commonly known and designated as Block 2508, Lot 9 on the City’s official Tax Map (the “Property”); and

**WHEREAS**, the Grantee has requested that the Grantor allow it to use a portion of the public R.O.W. area along Main Street, which portion constitutes air space, for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property; and

**WHEREAS**, the proposed Canopy shall encroach into the air space of the public R.O.W. area in certain limited respects; and

**WHEREAS**, the easement area measures approximately sixty-five (65) square feet (the “easement area”), and is described in more detail in a legal description prepared by William DiMarzo & Son, Assoc., Inc., dated August 15, 2017, and last revised October 10, 2017, a copy of which is attached hereto as Exhibit “A,” and depicted in more detail on the attached Survey, entitled “Location Property Survey” of Lot 9, Block 2508, in the City of Asbury Park, Monmouth County, New Jersey, dated August 15, 2017, and last revised October 10, 2017, as prepared by William P. Swift, Professional Land Surveyor and Professional Planner, attached hereto as Exhibit “B”; and

**WHEREAS**, on \_\_\_\_\_, the City adopted Ordinance No. \_\_\_\_\_, which provided authorization for the conveyance of an easement over the R.O.W. area described in Exhibit “A” and depicted on Exhibit “B” to the Grantee for the consideration of Five Hundred Twenty Two Dollars (\$522.00); and

**WHEREAS**, a certified copy of Ordinance No. \_\_\_\_\_ (without attachments) is annexed hereto as Exhibit “C”; and

**WHEREAS**, the Ordinance recognized that this authorization was being provided to the Grantee to the extent that the Grantor has jurisdiction over the easement area in question, as described in Exhibit “A” and depicted on Exhibit “B,” and without making any affirmative representations with regard thereto; and

**WHEREAS**, to the extent that the Grantor has jurisdiction over the easement area and without making any affirmative representations with regard thereto, the Grantor is willing to allow the replacement and maintenance of the Canopy under the terms and conditions set forth herein; and

**WHEREAS**, the parties acknowledge that additional approvals may be required from other agencies or authorities for use of any public right-of-way areas that are outside of the jurisdiction of the Grantor.

**NOW, THEREFORE**, based upon the mutual promises, terms and conditions set forth below, and for the consideration of Five Hundred Twenty Two Dollars (\$522.00), the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. To the extent that the Grantor has jurisdiction over the easement area in question, and without making any affirmative representations with regard thereto, the Grantor hereby grants to the Grantee an assignable easement in perpetuity over a certain portion of the public right-of-way area (“R.O.W.”) which is described in Exhibit “A” and depicted on Exhibit “B” (the “easement area”), in order to allow for the replacement, repair and maintenance of an awning/canopy (the “Canopy”) above the entryway to the Grantee’s Property, which will extend volumetrically over a portion of the R.O.W. in front of the Property. The right to replace, repair and maintain the Canopy shall be a continuing right, permitting multiple replacements over time,

as deemed necessary by Grantee, in its sole discretion; however, the Grantee shall be required to obtain a construction permit from the Grantor for any replacement of the Canopy. Additionally, there shall be no expansion of the size, or change to the design, of the Canopy without additional approvals and permitting by the Grantor. Said approvals and permits shall be issued at the sole discretion of the Grantor.

2. The Grantee will exercise the privilege granted herein at the Grantee's own risk and agrees indemnify and hold harmless the Grantor, as well as all officials, employees and agents of the Grantor, against any and all liability for injury or damages sustained to any person or property relating to the Grantee's exercise of the rights granted herein, including reasonable legal fees, resulting from, arising out of, or in any way connected to the exercise of the rights granted to the Grantee, its successors and/or assigns, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of the Grantor.

3. The Grantee acknowledges that additional approvals may be required from other agencies and/or authorities, besides the Grantor, that may have jurisdiction over the easement area. Grantor represents, however, that it is unaware of any other specific agency or authority that presently has jurisdiction of the easement area. In any event, it is the Grantee's sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities; provided, however, that the Grantor agrees to cooperate in any effort of the Grantee to obtain the consent of any such agency or authority to use of the easement area for the purpose stated herein.

4. The Grantor represents that it has not entered into any other license or easement agreement(s) with others for use of the easement area.

5. Use of the easement area by the Grantee and all successors in title and/or assigns shall only be for the Canopy identified herein, and for no other purpose(s).

6. The Grantee shall not install, erect or place any signage, or any other identifying markings of any type, within the easement area, nor shall it allow any signage or any other identifying markings of any type to be installed, erected or placed within the easement area, except as may be permitted by Grantor in the future, following proper application to the Mayor and Council of the Grantor and receipt of such permits and approvals as may be necessary to comply with City ordinances or to allow a variance therefrom. Issuance of said permits and approvals shall be at the sole discretion of the Grantor. If the Mayor and Council of the Grantor reject the Grantee's proposal(s) in this regard, then the Grantee shall not be permitted to install, erect or place signage or other identifying markings within the easement area.

7. This Agreement shall be recorded and shall be binding upon and inure to the benefit of the parties hereto, their grantees, successors, heirs and/or assigns and shall run with the land so that the same shall be binding on and inure to the benefit of all future owners of the Property. Any reference herein to the Grantee (including all responsibilities and restrictions

imposed upon the Grantee) shall apply to all future grantees, successors, heirs and/or assigns of the Property.

8. This Agreement may be amended and modified only by an instrument in writing, executed by the parties hereto, or their successors and/or assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

10. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. To the maximum extent permitted by law, the parties waive their respective rights to a trial by jury in any litigation or action arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first written above.

WITNESS:

Santander Bank, N.A.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

and

WITNESS:

Santander Bank, N.A.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

City of Asbury Park

\_\_\_\_\_  
By: Cindy A. Dye  
Title: Municipal Clerk

\_\_\_\_\_  
By: Honorable John Moor  
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as \_\_\_\_\_ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as \_\_\_\_\_ of SANTANDER BANK, N.A, a national banking association, (the "Entity"), the Entity named in this document; and
- (b) this document was voluntarily signed and delivered on behalf of the Entity with proper authorization.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

I CERTIFY that on \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CINDY A. DYE, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the City Clerk of the City of Asbury Park, a New Jersey Municipal Corporation, the maker named in the within instrument;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer, who is the Hon. John Moor, the Mayor of the City;
- (c) This document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Ordinance of the Mayor and City Council (Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_);
- (d) This person well and truly knows the corporate seal which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
NOTARY PUBLIC

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

## EXHIBIT “A”

006000.000836.6158522\_1

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

**WILLIAM DiMARZO & SON, ASSOC., INC.****SURVEYORS – PLANNERS**

2204 Morris Avenue, Suite 103

P.O. Box 1717

Union, New Jersey 07083-1717

Telephone: (908) 686-2380 / Fax : (908) 686-7640

**Metes and Bounds Description**

for

**St. No. 308 Main Street****Tax Lot 9 Block 2508**

City of Asbury, Monmouth County, New Jersey

Beginning at a point on the easterly line of Main Street ( a.k.a. N.J. State Highway Route No. 71 ) distant 66.67 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,  
North 25 degrees 15 minutes East, 66.67 feet; thence,
- 2) South 64 degrees 45 minutes East, 123.33 feet; thence,
- 3) South 25 degrees 15 minutes West, 33.34 feet; thence,
- 4) North 64 degrees 45 minutes West, 7.69 feet; thence,
- 5) South 25 degrees 23 minutes West, 17.33 feet; thence,
- 6) North 64 degrees 45 minutes West, 55.57 feet; thence,
- 7) South 25 degrees 15 minutes West, 16.00 feet; thence,
- 8) North 64 degrees 45 minutes West, 60.00 feet to the  
said easterly line of Main Street and the point and place  
of beginning,

Lot Area = 7,075 S.F.

Above described property subject to a Canopy Easement (13 feet x 5 feet) being further described as:

Beginning at a point on the easterly line of Main Street ( a.k.a. N.J. State Highway Route No. 71 ) distant 93.45 feet northerly from the intersection of the said easterly line of Main Street with the northerly line of Mattison Avenue; thence,

- 1) Along the said easterly line of Main Street,  
North 25 degrees 15 minutes East, 13.0 feet; thence,
- 2) North 64 degrees 45 minutes West, 5.0 feet; thence,
- 3) South 25 degrees 15 minutes East, 13.0 feet; thence,
- 4) South 64 degrees 45 minutes East, 5.0 feet the point and place  
of beginning,

Easement Area = 65 S.F.

The above description is drawn in accordance with a Location Property Survey  
by William DiMarzo & Son Associates, Inc.,  
dated August 15, 2017, revised October 10, 2017.

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

## EXHIBIT “B”

006000.000836.6158522\_1

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)



## EXHIBIT “C”

Attachment: Easement Agreement Santander-Asbury 5.2.19 (2019-22 : Air Easement for 306 Main Street)

006000.000836.6158522\_1



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-15**

**BOND ORDINANCE PROVIDING FOR VARIOUS NORTH END BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”); APPROPRIATING \$19,000,000 THEREFOR (INCLUDING A NEW JERSEY GREEN ACRES PROGRAM GRANT/LOAN) AND AUTHORIZING THE ISSUANCE OF \$19,000,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”), as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$19,000,000, including a grant and/or loan from the New Jersey Green Acres Program, and which appropriation or any portion thereof may be made by the City as a contribution towards a redevelopment project within the City. Pursuant to the provisions of 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the improvements or purposes described in this bond ordinance are funded by a grant and/or loan from the New Jersey Green Acres Program.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$19,000,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding \$19,000,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3.** (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are Various Beach Utility Improvements at the City’s “North End” including, but not limited to, boardwalk improvements, stormwater management improvements, dune improvements, beach improvements, the acquisition of real property (including, but not limited to, all or a portion of the real property commonly known as Bradley Cove), rights-of-way, easements, development rights or any other real property right (including, but not limited to, all or a portion of the real property rights associated with the real property commonly known as Bradley Cove), improvements to and/or construction of a parking lot,

detention basins and rain gardens, and the acquisition and installation, as applicable, of lighting fixtures, benches and trash receptacles and any other beach or boardwalk amenities, equipment or facilities, and shall also include, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto. The aforesaid improvements or purposes may be undertaken by, in or for the City and the City may make an appropriation of all or any portion of the appropriation set forth herein as a contribution towards a redevelopment project within the City, which redevelopment project will undertake the aforesaid improvements or purposes.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$19,000,000.

(c) The aggregate estimated cost of said improvements or purposes is \$19,000,000.

**SECTION 4.** In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the

principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 19.21 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$19,000,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$950,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

**SECTION 8.** Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission<sup>4</sup> (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**SECTION 13.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-15 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

---

CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-16**

**AN ORDINANCE AMENDING AND SUPPLEMENTING ARTICLE 13-1300,  
ENTITLED “SHORT-TERM RENTALS,” AS CONTAINED WITHIN PART 2,  
“RENTAL PROPERTY,” OF CHAPTER XIII, “PROPERTY IMPROVEMENT AND  
NEIGHBORHOOD PRESERVATION – PROPERTY MAINTENANCE CODE,” OF  
THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

**WHEREAS**, on November 8, 2017, the Governing Body of the City of Asbury Park (the “City”) adopted Ordinance No. 2017-40 (the “Ordinance”), which established a comprehensive set of regulations relating to and governing the “short-term rental” (as defined in the Ordinance) of homes within the City; and

**WHEREAS**, since that time, the City has received feedback from members of the public concerning the operation of the Ordinance; and

**WHEREAS**, as a result of the feedback provided, the Governing Body established an informal committee composed of various City officials, staff members and professionals, to review the comments made; and

**WHEREAS**, following said review, the committee has made recommendations to the Governing Body for certain revisions to be made regarding the “short-term rental” of homes within the City, which revisions are set forth herein; and

**WHEREAS**, the Governing Body, having considered said recommendations, now wishes to adopt the within Ordinance, which will revise certain regulations regarding the “short-term rental” of homes within the City.

**NOW, THEREFORE, BE IT ORDAINED**, by the Governing Body of the City of Asbury Park, County of Monmouth, State of New Jersey, as follows:

1. That Article 13-1300, entitled “Short-Term Rentals,” as contained within Part 2, “Rental Property,” of Chapter XIII, “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

**ARTICLE 13-1300 SHORT-TERM RENTALS**

**13-1300 SHORT-TERM RENTALS.**

### **13-1300.1 Purpose.**

The Asbury Park City Council finds and declares that the short-term rental of limited residential dwelling units within the City benefits the local community by affording owners of such units the ability to garner additional income from their real property (also referenced as “property”) in order to diminish the financial burden of carrying costs and maintenance expenses related to the property, as well as providing travelers with an alternative option for accommodations in the City, thereby promoting the local travel and tourism industry, and contributing to the economic vitality of the City. Notwithstanding those benefits, the City Council also finds and declares that certain transitory uses of residential property tend to affect the residential character of the community and, if unregulated, can be injurious to the health, safety and welfare of the community.

The intended purposes of this Section are to: a) balance the rights of the owners of residential dwelling units proposed for short-term rental use and the City’s business community affected by the allowance and existence of short-term rentals; b) protect the public health, safety and general welfare of individuals and the community at large; c) provide for an organized and reasonable process for the short-term rental of certain defined classifications of residential dwelling units in the City; d) monitor and provide a reasonable means for the mitigation of impacts created by such transitory uses of residential properties within the City of Asbury Park; e) preserve and protect the long-term housing market stock in the City; f) implement rationally based and reasonably tailored regulations to protect the integrity of the City’s residential neighborhoods, and g) ensure that the short-term rental property inventory in the City satisfies basic property maintenance standards, in order to protect the safety of occupants and the citizens of the City.

The Asbury Park City Council has therefore determined that it shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section, or applicable State statute.

### **13-1300.2 Authority.**

In accordance with New Jersey law, a municipality may make and enforce within its limits all ordinances and regulations not in conflict with general laws, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants. The City of Asbury Park hereby adopts the within Ordinance in accordance with said authority. (Ord. No. 2017-40 § 13-1000.2)

### **13-1300.3 Definitions.**

As used in this Section, the following terms shall have the meanings indicated below:

Hotel shall mean establishments as defined in N.J.A.C. 18:24-3.4, as amended from time to time.

*Owner* shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

*Owner-Occupied* shall mean the owner of the property resides in the short-term rental property (also referenced as “STRP”), or in the principal residential unit with which the STRP is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section. For purposes of this Section, if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the STRP, or in the principal residential unit with which the STRP is associated on the same lot, and identify same as his or her principal residence as that term is defined in this Section.

*Principal Residence* shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time, and (2) which is most clearly the center of his or her domestic life, and (3) which is identified on his or her driver’s license, voter registration, or State Identification Card as being his or her legal address. All the above requirements must be met in order for an address to constitute being a principal residence for purposes of this Section.

*Property* shall mean a parcel of real property located within the boundaries of the City of Asbury Park, Monmouth County, New Jersey.

*Responsible Party* shall mean both the short-term rental property owner and/or a person (property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

*Section* shall mean Article 13-1300, entitled “Short-Term Rentals,” as contained within Part 2, “Rental Property,” of Chapter XIII, “Property Improvement and Neighborhood Preservation - Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey.”

*Short-Term Rental* (also referenced as “STR”) shall mean the accessory use of a dwelling unit for occupancy by someone other than the unit’s owner or permanent resident for a period of thirty (30) or less consecutive days, up to a cumulative total period of not to exceed one hundred eighty (180) days in a calendar year, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants, as that term is defined in this Section.

*Short-Term Rental Property* (also referenced as “STRP”) shall mean a residential dwelling unit as defined in Chapter XIII of the Code of the City of Asbury Park, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section. Dwelling units rented to the same occupant for more than thirty (30) continuous days, licensed Bed and Breakfast establishments, licensed rooming or boarding houses, hotels, and motels shall not be considered Short-Term Rental Property.

*Short-Term Rental Property Agent* shall mean any New Jersey licensed real estate agent or other person designated and charged by the owner of a short-term rental property, with the responsibility for making the STR application to the City on behalf of the owner, and fulfilling all of the obligations in connection with completion of the short-term rental

property permit application process on behalf of the owner. Such person shall be available for, and responsive to contact on behalf of, the owner, at all times.

*Transient Occupant* shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

#### **13-1300.4 Regulations Pertaining to Short-Term Rentals.**

- a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Asbury Park, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section or applicable State statute.
- b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the City of Asbury Park:
  1. Condominium units, where the Condominium Association By-Laws or Master Deed permit a short-term rental, and where the owner of the unit legally identifies the address as his or her principal residence;
  2. Individually or collectively owned single-family residences, which one of the owners legally identifies as the address of his or her principal residence, as that term is defined herein;
  3. ~~One~~ Up to two separate units within a two-family residential dwelling, where ~~the other one of the two~~ units is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein;
  4. Not more than ~~one~~ two separate units in any multi-family residential dwelling, where one other unit in the same dwelling is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein; and
  5. Not more than ~~one~~ two bedrooms within a single-family residential dwelling unit, where the bedrooms shares common kitchen and bathroom facilities with the occupant of the dwelling unit, and the remainder of the single-family dwelling unit is occupied by the owner and identified by the owner as his or her principal residence, as that term is defined herein.
- c. Notwithstanding the provisions of paragraph b. above, short-term rentals shall not be permitted in boarding or rooming houses, dormitories, foster homes, adult family care homes, assisted living facilities, community residences for

developmentally disabled persons, community shelters for victims of domestic violence, or nursing homes. Further, short-term rental of the following properties is prohibited:

1. Condominiums or townhomes, where the Condominium Association By-Laws or Master Deed, or Condominium Rules and Regulations, do not permit such short-term rental of condominium units in the development;
  2. An individually or collectively owned single-family residential dwelling unit, which address none of the owners legally identifies as his or her principal residence;
  3. A unit in a two-family residential dwelling, where the other unit is not occupied by the owner nor legally identified by the owner as his or her principal residence;
  4. Two or more units in a multi-family residential dwelling, ~~and~~ where one of the other units is not occupied by the owner nor legally identified by the owner as his or her principal residence;
  5. A room within a single-family, two-family or multi-family residential dwelling unit, where the room shares common kitchen and bathroom facilities with the occupant(s) of the dwelling unit in which it is located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
  6. Two or more individual rooms within a single-family, two-family or multi-family residential dwelling unit, where the rooms share common kitchen and bathroom facilities with the occupant(s) of the dwelling unit(s) in which they are located, which occupant(s) is neither the owner of the dwelling unit nor identifies the remainder of the dwelling unit in the single-family, two-family or multi-family residence as his or her principal residence.
- d. Notwithstanding the prohibitions set forth in paragraphs c,1. through c,6. above, in the event that a property owner was eligible under, and complied with the regulations of, the prior Summer Rental License Ordinance (which was found at former Section 12-8 of the City Code) during the calendar year 2017, and that owner made application for, registered and received a valid Summer Rental License in 2017 pursuant to the (former) Summer Rental License Ordinance, then that property owner, if intending to apply for a short-term rental permit pursuant to this Section, shall be exempt from the specific requirement set forth above which mandates that the short-term rental property must be the principal residence of the owner applying for a short-term rental permit.

- e. The exemption and right specified in paragraph d. above, however, shall be limited and restricted only to the owner of the property that received a valid 2017 Summer Rental License, and shall not run with the land to subsequent purchasers, grantees or transferees, unless otherwise stated in letter “g” below. This exemption shall extinguish upon the occurrence of any of the following:
1. The owner of the property allowing the expiration of the STR permit, without having made a timely application for renewal of the permit prior to its expiration date; or
  2. The revocation of the STR permit for any violation(s) as set forth in this Section; or
  3. The sale or transfer of title to the property to any other individual, or entity, whether or not any of the current owner(s) is a principal or member in the grantee entity.

In the event of the occurrence of any of the above events, then the property shall no longer be afforded the benefit of this exemption, and the owner must comply with all of the requirements of this Section, including the principal residence provision, in order to obtain a valid STR permit.

- f. The provisions of this Section shall apply to short-term rentals as defined in Subsection 13-1300.3 above. The following do not qualify as a privately-owned residential dwelling unit, as that term is used herein, and therefore do not need to obtain a short-term rental permit pursuant to this Section: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.
- g. A property owner shall be able to transfer a legal short-term rental to family, an estate, etc., upon death and not lose the rights vested as per this Section.

#### **13-1300.5 Short-Term Rental Permit, Permit Registration Fee/Application, and Certificate of Occupancy.**

- a. In addition to any land use requirement(s) set forth by the City of Asbury Park Land Use Regulations, the owner/operator of a short-term rental property shall obtain a short-term rental permit from the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, before renting or advertising for rent any short-term rental.
- b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner/operator of the property first having obtained a

STR permit issued by the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The failure to obtain a valid STR permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this Section. No STR permit issued under this Section may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.

- c. An owner of property intended to serve as a short-term rental property, as defined therein, or any agent acting on behalf of the owner, shall submit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application provided by the City, along with an annual application/registration fee of ~~three~~ five hundred (\$~~300~~500.00) dollars. Said fee shall be non-refundable, including in the event that the application is denied. The fee shall also constitute the required fee for the rental Certificate of Occupancy application, referenced below.
- d. The short-term rental permit, if granted, shall be valid for a period of one year from the date of issuance.
- e. The owner of a short-term rental property, as defined herein, or any agent acting on behalf of the owner, who intends to rent all of the property, or any permitted part thereof as a short-term rental, shall also make application to the Department of Property Improvement and Neighborhood Preservation, in conjunction with the short-term rental permit application, for the issuance of a rental Certificate of Occupancy for the short-term rental property, on such forms as required by that Department.
- f. A short-term rental permit and rental Certificate of Occupancy shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Department of Property Improvement and Neighborhood Preservation, a short-term rental permit application and rental Certificate of Occupancy application and a renewal registration fee of ~~three~~ one hundred (\$~~300~~100.00) dollars. A reinspection fee shall apply of eighty-five (\$85.00) dollars for each failed reinspection.
- g. The short-term rental permit shall expire automatically when the short-term rental property changes ownership, and a new initial application and first-time registration fee will be required in the event that the new owner intends to use the property as a short-term rental property. A new application and first-time registration fee shall also be required for any short-term rental that had its short-term rental permit revoked or suspended.

#### **13-1300.6 Application Process for Short-Term Rental Permit and Inspections.**

- a. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the City of Asbury Park Department of Property Improvement and Neighborhood Preservation. The application shall be furnished, under oath, on a form specified by the City Manager, accompanied by the non-refundable application fee as set forth in in Subsection 13-1300.5

above. Such application shall include:

1. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including address and telephone numbers for each of them;
2. The address of the unit to be used as a short-term rental;
3. A copy of the driver's license, voter registration, or State Identification Card of the owner of the short-term rental property, confirming, as set forth in this Section, that the property is the principal residence, as that term is defined herein, of the owner making application for the STR permit;
4. The owner's sworn acknowledgement that they comply with the requirement that the short-term rental property constitutes the owner's principal residence, as defined in Subsection 13-1300.3 above, or that the owner is entitled to an exemption from that requirement as set forth in Subsection 13-1300.4d. above;
5. The name, address, telephone number and email address of the short-term rental property agent, which shall constitute his or her 7 day a week, 24-hour a day contact information;
6. The name, address, telephone number and email address of the short-term rental property responsible party, which shall constitute his or her 7 day a week, 24-hour a day contact information;
7. The owner's sworn acknowledgement that he or she has received a copy of this Section, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the permit application;
8. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the short-term rental is located, resulting from excessive vehicles generated by the short-term rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
9. The owner's agreement that all renters of the short-term rental property shall be limited to one (1) vehicle per two occupants in the short-term rental property;
10. The owner's agreement to use his or her best efforts to assure that use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
11. Any other information that this Section requires a property owner to provide to the City in connection with an application for a rental certificate

of occupancy. The City Manager or his designee shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this Section.

- b. Every application for a short-term rental permit shall require annual inspections for the STRP's compliance with the City's fire safety regulations and Property Maintenance Code. In addition, each application is subject to review to verify the STRP's eligibility for use as a short-term rental and compliance with the regulations in this Section. Failure to abate any outstanding violations prior to occupancy can result in a summons.
- c. For a condominium short-term rental permit application, a letter of approval by the condominium association must be submitted with the application.
- d. A Zoning Permit Compliance Certificate, which states that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinance, shall be required.
- e. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.
- f. Attached to and concurrent with submission of the permit application described in this Section, the owner shall provide:
  1. Proof of the owner's current ownership of the short-term rental unit;
  2. Proof of general liability insurance in a minimum amount of \$500,000.00; and
  3. Written certifications from the short-term rental property agent and responsible party that they agree to perform all of the respective duties specified in this Section.
- g. The STRP owner/permit holder shall publish the short-term rental permit number issued by the City in every print, digital, or internet advertisement, and/or in the Multiple Listing Service (hereinafter "MLS") or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, in which the short-term rental property is advertised for rent on a short-term basis.
- h. Each and every time there is a change of occupancy by transient occupants during the year when the permit is active, the STRP owner, or short-term rental property agent must provide the City with information as to the identity of all transient occupants who will be occupying the STRP, on a form to be made available by the Department of Property Improvement and Neighborhood Preservation or in electronic format on the City website. The intent is that the City shall have basic identifying information of all occupants of the STRP at all times, just as required by the City in conjunction with any standard rental Certificate of Occupancy application, which information shall include the occupant's or occupants' names and ages, and the dates of the commencement and expiration of the term of each short-term rental period of the respective occupant(s).
- i. In no event shall a short-term rental property be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of twenty-one (21), and must be the party who will actually occupy the

property during the term of the short-term rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of twenty-one, during the term of the short-term rental;

- j. The City Manager or their designee may waive irregularities within this Ordinance upon its implementation.

### **13-1300.7 Issuance of Permit and Appeal Procedure.**

- a. Once an application is submitted, complete with all required information and documentation and fees, the Department of Property Improvement and Neighborhood Preservation, following any necessary investigation for compliance with this Section, shall either issue the short-term rental permit and Certificate of Occupancy, or issue a written denial of the permit application (with the reasons for such denial being stated therein), within ten (10) business days.
- b. If denied, the applicant shall have ten (10) business days to appeal in writing to the City Manager, by filing the appeal with the City Manager's Office.
- c. Within thirty (30) days thereafter, the City Manager or his designee shall hear and decide the appeal.
- d. A permit shall only be issued after all outstanding violations have been abated.

### **13-1300.8 Short-Term Rental Operational Requirements.**

- a. All short-term rentals must comply with all applicable rules, regulations and ordinances of the City of Asbury Park and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.
- b. A dwelling unit shall be limited to a single short-term rental contract at a time.
- c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a short-term rental property.
- d. Transient occupants of the STRP shall comply with all ordinances of the City of Asbury Park including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP, the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.
- e. The owner of a STRP shall post the following information in a prominent location within the short-term rental:
  1. Owner name; if owner is an entity, the name of a principal in the entity,

- and phone number for the owner (individual);
- 2. The names and phone numbers for the Responsible Party and the Short-Term Rental Agent (as those terms are defined in this Section);
- 3. The phone numbers for the Asbury Park Police Department, the Asbury Park Fire Department, the City of Asbury Park Department of Code Enforcement and the City of Asbury Park Department of Property Improvement and Neighborhood Preservation;
- 4. The maximum number of parking spaces available onsite;
- 5. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
- 6. A copy of the City of Asbury Park Animal House Ordinance and this Section; and
- 7. Notification that a guest, Transient Occupant, the Short-Term Rental Property Agent, the Responsible Party or STRP owner may be cited or fined by the City of Asbury Park Police Department or the City of Asbury Park Department of Property Improvement and Neighborhood Preservation, for violations of, and in accordance with any applicable Ordinance(s) of the City of Asbury Park;
- f. In the event any complaints are received by the Asbury Park Police Department or the Department of Property Improvement and Neighborhood Preservation regarding the short-term rental and/or the Transient Occupants in the STRP, and the owner of the STRP is unreachable or unresponsive, both the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.
- g. While a STRP is rented, the owner, the Short-Term Rental Agent, or the Responsible Party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Asbury Park Police Department or neighbors, arising by virtue of the short-term rental of the property.
- h. If the STRP is the subject of two (2) or more substantiated civil and/or criminal complaints, the City Manager or his designee may revoke the short-term rental permit issued for the property, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit.
- i. Failure to make application for, and to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the STRP owner, the Short-Term Rental Agent, and the Responsible Party to issuance of fines and/or penalties.
- j. The person offering a dwelling unit for short-term rental use must be the owner of

the dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the tenant, the STRP owner, the Short-term Rental Agent, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.

- k. In the event that the City receives three (3) substantiated complaints concerning excessive vehicles belonging to the transient occupants of a STRP, the short-term rental permit for the property is subject to revocation by the City Manager or his designee.
- l. The STRP owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a short-term rental permit. In the event that any code violations have been issued by the City relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit.
- m. All fines or penalties issued by the Municipal Court for the City of Asbury Park for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.

#### **13-1300.9 Violations and Penalties.**

- 1. A violation of any provision of the within Section may subject the STRP owner, Transient Occupant(s), the Short-Term Property Rental Agent, and the Responsible Party or their agents to fines assessed by the Court up to two thousand (\$2,000.00) dollars per violation, per day that the violation exists.
- 2. That any Ordinances or parts thereof inconsistent herewith shall be amended and supplemented to conform to the provisions contained herein.
- 3. That, if any part of this Ordinance is declared unconstitutional or illegal by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 4. That this Ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-16 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

---

CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-17**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 10-2, CURRENTLY ENTITLED “HOTEL ROOM OCCUPANCY TAX,” OF CHAPTER X, “FINANCE AND TAXATION,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

c. 49, as approved by the State Legislature on July 1, 2018, which authorizes municipalities to adopt an ordinance to impose a tax on charges of rent for every occupancy of a transient accommodation in accordance with the provisions of said legislation.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Section 10-2, currently entitled “Hotel Room Occupancy Tax,” of Chapter X, “Finance and Taxation,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following respects (deletions are shown with ~~strikeout~~; additions are shown with underline):

**CHAPTER X**

**FINANCE AND TAXATION**

**10-2 HOTEL ROOM OCCUPANCY AND TRANSIENT ACCOMMODATION TAX.**

**10-2.1 Purpose.**

It is the purpose of this section to implement the provisions of P.L. 2003, c.114, as amended by P.L. 2018, c. 49, which authorizes the Governing Body of a municipality to adopt an ordinance imposing a tax at a uniform percentage rate not to exceed three (3%) percent on charges of rent for every occupancy of a room or rooms in a hotel or transient accommodation subject to taxation pursuant to subsection (d) of N.J.S.A. 54:32B-3, which shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity upon the occupancy of a hotel room or transient accommodation.

**10-2.2 Definitions.**

As used in this section:

a. City shall mean the City of Asbury Park, in the County of Monmouth and State of New Jersey.

b. Customer shall mean every occupant of a room or rooms in a hotel or transient

accommodation.

c. *Director* shall mean the Director of the Division of Taxation in the Department of the Treasury for the State of New Jersey.

d. *Hotel* shall mean establishments as defined in N.J.A.C. 18:24-3.4, as amended from time to time, but shall not include a “transient accommodation” as defined herein.

e. *Occupancy* shall mean the use or possession or the right to the use or possession, of any room in a hotel or transient accommodation.

f. *Occupant* shall mean a person or persons who, for a consideration, uses, possesses, or has the right to use or possess, any room in a hotel or transient accommodation under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

g. *Persons required to collect tax* shall mean every operator of a hotel or transient accommodation.

h. *Purchaser* shall mean any person purchasing or hiring property or services from another person, the receipts from which are taxable.

i. *Residence* shall mean a house, condominium, or other residential dwelling unit in a building or structure or part of a building or structure that is designed, constructed, leased, rented, let or hired out, or otherwise made available for use as a residence.

j. *Room* shall mean any room or rooms of any kind in any part or portion of a hotel or transient accommodation, which is available for or let out for any purpose other than a place of assembly.

k. *Transient accommodation* shall mean a room, group of rooms, or other living or sleeping space for the lodging of occupants, including but not limited to residences or buildings used as residences. “Transient accommodation” does not include: a hotel or hotel room; a room, group of rooms or other living or sleeping space used as a place of assembly; a dormitory or other similar residential facility of an elementary or secondary school or a college or university; a hospital, nursing home, or other similar residential facility of a provider of services for the care, support and treatment of individuals that is licensed by the State; a campsite, cabin, lean-to, or other similar residential facility of a campground or an adult or youth camp; a furnished or unfurnished private residential property, including but not limited to condominiums, bungalows, single-family homes and similar living units, where no maid service, room service, linen changing service or other common hotel services are made available by the lessor and where the keys to the furnished or unfurnished private residential property, whether a physical key, access to a keyless locking mechanism, or other means of physical ingress to the furnished or unfurnished private residential property, are provided to the lessee at the location of an offsite real estate broker licensed by the New Jersey Real Estate Commission pursuant to R.S. 45:15-1, *et seq.*; or leases of real property with a term of at least ninety (90) consecutive days. The term “transient accommodation” shall specifically include the short-term rental of a dwelling unit, or part

thereof, within the City of Asbury Park pursuant to the provisions of Section 13-1300 (“Short-term Rentals”) of the City Code.

l. *Transient space marketplace* shall mean an online marketplace through which a person may offer transient accommodations or hotel rooms to individuals. A “transient space marketplace” allows transient accommodations or hotel rooms to be advertised or listed through an online marketplace in exchange for consideration or provides a means for a customer to arrange for the occupancy of the transient accommodation or hotel room in exchange for consideration. A “transient space marketplace” shall not include an online marketplace operated by or on behalf of a hotel or hotel corporation that facilitates customer occupancy solely for the hotel or hotel corporation’s owned or managed hotels and franchises.

m. *Vendor* shall mean any person selling or hiring property or services to another person upon the receipts from which a tax is imposed.

#### **10-2.23 Tax Established.**

There is hereby established a hotel room occupancy and transient accommodation tax in the City of Asbury Park which shall be fixed at a uniform percentage rate of three (3%) percent on charges of rent for every occupancy of a hotel room or transient accommodation in the City of Asbury Park which is subject to taxation pursuant to N.J.S.A. 54:3B-3(d).

#### **10-2.34 Tax in Addition to Other Taxes or Fees.**

The hotel room occupancy and transient accommodation tax shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity upon the occupancy of a hotel room or transient accommodation.

#### **10-2.45 Exemption.**

The hotel room occupancy and transient accommodation tax authorized herein shall not be imposed on the rent for an occupancy if the purchaser, user or ~~consumer~~ customer is an entity exempt from the tax imposed on an occupancy under the Sales and Use Tax Act pursuant to N.J.S.A. 54:32B-3(d).

#### **10-2.56 Statutory Requirements.**

In accordance with the requirements of P.L. 2003, c. 114, as amended by P.L. 2018, c. 49:

- a. All taxes imposed by this section shall be paid by the purchaser.
- b. A vendor shall not assume or absorb any tax imposed by this section.
- c. A vendor shall not in any manner advertise or hold out to any person or to the public in general, in any manner, directly or indirectly, that the tax will be assumed or absorbed by the vendor, that the tax will not be separately charged and stated to the customer or that the tax will

be refunded to the customer.

d. Each assumption or absorption by a vendor of the tax shall be deemed a separate offense, and each representation or advertisement by a vendor for each day that the representation or advertisement continues shall be deemed a separate offense.

#### **10-2.67 Collection of Tax.**

a. The tax imposed by this section shall be collected on behalf of the City by the person collecting the rent from the hotel or transient accommodation customer.

b. Each person or transient space marketplace required to collect the tax herein imposed shall be ~~personally~~ liable for the tax imposed, collected or required to be collected hereunder. Any such person or transient space marketplace shall have the same right in respect to collecting the tax from a customer as if the tax were a part of the rent and payable at the same time, provided that the Chief Financial Officer of the City shall be joined as a party in any action or proceeding brought to collect the tax.

c. Notwithstanding any other provision of law or administrative action to the contrary, transient space marketplaces shall be required to collect and pay on behalf of persons engaged in the business of providing transient accommodations or hotel rooms located in the City the tax for transactions solely consummated through the transient space marketplace. For not less than four (4) years following the end of the calendar year in which the transaction occurred, the transient space marketplace shall maintain the following data for those transactions consummated through the transient marketplace:

- (1) The name of the person who provided the transient accommodation or hotel room;
- (2) The name of the customer who procured occupancy of the transient accommodation or hotel room;
- (3) The address, including any unit designation, of the transient accommodation or hotel room;
- (4) The dates and nightly rates for which the consumer procured occupancy of the transient accommodation or hotel room;
- (5) The municipal transient accommodation registration number and/or short-term rental permit number;
- (6) A statement as to whether such booking services will be provided in connection with (i) short-term rental of the entirety of such unit; (ii) short-term rental of part of such unit, but not the entirety of such unit, and/or (iii) short-term rental of the entirety of such unit, or part thereof, in which a non-short-term occupant will continue to occupy such unit for the duration of such short-term rental;

(7) The individualized name or number of each such advertisement or listing connected to such unit and the uniform resource locator (URL) for each such listing or advertisement, where applicable; and

(8) Such other information as the Division of Taxation may by rule require.

The Division of Taxation may audit transient space marketplaces as necessary to ensure data accuracy and enforce tax compliance.

d. A person required to collect a tax imposed pursuant to the provisions of this section shall, on or before the dates required pursuant to N.J.S.A. 54:32B-17, forward to the Director of the Division of Taxation in the Department of the Treasury the tax collected in the preceding month and make and file a return for the preceding month with the Director on any form and containing any information as the Director shall prescribe as necessary to determine liability for the tax in the preceding month during which the person was required to collect the tax.

e. The Director may permit or require returns to be made covering other periods and upon any dates as the Director may specify. In addition, the Director may require payments of tax liability at any intervals and based upon any classifications as the Director may designate. In prescribing any other periods to be covered by the return or intervals or classifications for payment of tax liability, the Director may take into account the dollar volume of tax involved as well as the need for ensuring the prompt and orderly collection of the tax imposed.

f. The Director may require amended returns to be filed within twenty (20) days after notice and to contain the information specified in the notice.

#### **10-2.8 Unpaid Taxes.**

a. Any unpaid taxes pursuant to this section shall be subject to interest at the rate of five (5%) percent per annum.

b. The State Treasurer shall annually provide to the City written notification of nonpayment of taxes required to be paid under this section. Said written notification shall also authorize the City to act as the collection agent for the outstanding balance of taxes due and owing to it in place of the State Treasurer.

c. In the event that the tax authorized and imposed under this section is not paid as and when due, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the hotel or transient accommodation in the same manner as all other unpaid municipal taxes, fees, or other charges. The lien shall be superior and paramount to the interest in such parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.

d. The City shall file in the office of its tax collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real

property that comprises the delinquent hotel or transient accommodation. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.

### **10-2.9 Annual Notice to State Treasurer Regarding Hotels.**

The City shall annually provide to the State Treasurer, not later than January 1 of each year, a list of the names and addresses of all of the hotels located in the City. The City shall also provide to the State Treasurer the name and address of any hotel that commences operation after January 1 of any year.

### **10-2.710 Violations and Penalties.**

In addition to any of the other remedies specifically prescribed by this section, A a violation of this section shall be punishable, upon conviction, to the ~~penalty~~ penalties as provided in Chapter 1, Section 1-5 of the City Code.

**BE IT FURTHER ORDAINED**, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b); however, sections involving the collection of taxes shall not be enforceable until the first day of the first full calendar quarter beginning at least ninety (90) days following the date of transmittal of the within Ordinance, following adoption, to the State Treasurer.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-17 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

---

CINDY A. DYE  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2019-18**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND  
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK  
REGARDING TRAFFIC AND PARKING REGULATIONS**

**WHEREAS**, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning alternate side parking and time-limited parking within the City; and

**WHEREAS**, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

**WHEREAS**, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

**WHEREAS**, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

**WHEREAS**, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-18 which was finally adopted by the City Council at a meeting held on the 8th day of May, 2019

\_\_\_\_\_  
CINDY A. DYE  
CITY CLERK

**EXHIBIT A**

Deletions are denoted as strikethrough and additions are underlined.

**7-11 TIME LIMIT PARKING.***7-11.1 Parking Time Limited on Certain Streets.*

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

| <i>Name of Street</i>    | <i>Sides</i> | <i>Hours</i>                                                                | <i>Time Limit</i> | <i>Location</i>                                         |
|--------------------------|--------------|-----------------------------------------------------------------------------|-------------------|---------------------------------------------------------|
| <u>Bangs Avenue</u>      | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>Asbury Avenue</u>     | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>First Avenue</u>      | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>Second Avenue</u>     | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>Third Avenue</u>      | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>Fourth Avenue</u>     | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |
| <u>Springwood Avenue</u> | <u>Both</u>  | <u>8:00 a.m.-</u><br><u>6:00 p.m.</u><br><u>(Monday –</u><br><u>Friday)</u> | <u>2 Hours</u>    | <u>Between Memorial Drive</u><br><u>and Main Street</u> |

Locations for parking time limited on certain streets may be found on file in the City Offices.

(2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51; Ord. No. 2017-14; Ord. No. 2017-26)

## 7-12 PARKING PROHIBITED FOR STREET CLEANING.

No person shall cause or permit to be parked any motor vehicle upon any street between the specified hours and days described. (2000 Code 7-12; Ord. No. 2702; Ord. No. 2823; New)

| <i>Name of Street</i> | <i>Sides</i>               | <i>Hours and Days</i>                          | <i>Location</i>                        |
|-----------------------|----------------------------|------------------------------------------------|----------------------------------------|
| Asbury Avenue         | North                      | 9:00 a.m.-<br>11:00 a.m.<br>Mondays            | Memorial Drive to Neptune<br>Town-ship |
|                       |                            | <u>9:00 a.m. –<br/>11:00 a.m.<br/>Tuesdays</u> | <u>Main Street to Grand Avenue</u>     |
|                       | South                      | 9:00 a.m.-<br>11:00 a.m.<br>Fridays            | Memorial Drive to Neptune<br>Town-ship |
|                       |                            | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Main Street to Grand Avenue</u>     |
| Bangs Avenue          | North                      | a. 9:00 a.m.-<br>11:00 a.m.<br>Mondays         | Neptune Border to Memorial<br>Drive    |
|                       |                            | b. 8:00 a.m.-9:00<br>a.m. Mondays              | Main Street to Cookman Avenue          |
|                       | South                      | a. 9:00 a.m.-<br>11:00 a.m.<br>Fridays         | Prospect Avenue to Memorial<br>Drive   |
|                       |                            | b. 8:00 a.m.-9:00<br>a.m. Fridays              | Main Street to Cookman Avenue          |
| Bond Street           | West                       | a. 8:00 a.m.-9:00<br>a.m. Tuesdays             | Lake Avenue to Summerfield<br>Avenue   |
|                       | <del>West</del><br>(cont.) | b. 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays        | Sunset Avenue to Seventh<br>Avenue     |

|                 |       |                                                   |                                          |
|-----------------|-------|---------------------------------------------------|------------------------------------------|
|                 |       | <u>c. 9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Monroe Avenue to Fifth Avenue</u>     |
|                 | East  | a. 8:00 a.m.-9:00 a.m.<br>Thursdays               | Lake Avenue to Summerfield Avenue        |
|                 |       | b. 11:00 a.m.-1:00 p.m.<br>Thursdays              | Sunset Avenue to Seventh Avenue          |
|                 |       | <u>c. 9:00 a.m. –<br/>11:00 a.m.<br/>Tuesdays</u> | <u>Monroe Avenue to Fifth Avenue</u>     |
| Comstock Street | West  | 9:00 a.m.-11:00 a.m.<br>Mondays                   | Mattison Avenue to Asbury Avenue         |
|                 | East  | 9:00 a.m.-11:00 a.m.<br>Fridays                   | Mattison Avenue to Asbury Avenue         |
| Cookman Avenue  | North | 8:00 a.m.-9:00 a.m.<br>Mondays                    | Main Street to Grand Avenue              |
|                 |       | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Mondays</u>      | <u>Langford Street to Memorial Drive</u> |
|                 | South | 8:00 a.m.-9:00 a.m.<br>Fridays                    | Main Street to Grand Avenue              |
|                 |       | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Fridays</u>      | <u>Langford Street to Memorial Drive</u> |
| Eighth Avenue   | North | 11:00 a.m.-1:00 p.m.<br>Tuesdays                  | Deal Lake Drive to Webb Street           |
|                 | South | 11:00 a.m.-1:00 p.m.<br>Thursdays                 | Deal Lake Drive to Webb Street           |
| Emory Street    | West  | a. 11:00 a.m.-1:00 p.m.<br>Tuesdays               | Sunset Avenue to Deal Lake Drive         |

|                      |              |                                                   |                                                                         |
|----------------------|--------------|---------------------------------------------------|-------------------------------------------------------------------------|
|                      |              | b. 8:00 a.m.-<br>9:00 a.m.<br>Tuesdays            | Summerfield Avenue to Press<br>Plaza                                    |
|                      |              | c. <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Monroe Avenue to Fifth Avenue</u>                                    |
|                      | East         | a. 11:00 a.m.-<br>1:00 p.m.<br>Thursdays          | Sunset Avenue to Deal Lake<br>Drive                                     |
|                      |              | b. 8:00 a.m.-<br>9:00 a.m.<br>Thursdays           | Summerfield Avenue to Press<br>Plaza                                    |
|                      |              | c. <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>  | <u>Monroe Avenue to Fifth Avenue</u>                                    |
| <u>Fifth Avenue</u>  | <u>North</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>     | <u>Bridge Street to Webb Street</u>                                     |
|                      | <u>South</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u>    | <u>Bridge Street to Webb Street</u>                                     |
| <u>First Avenue</u>  | <u>North</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>     | <u>Main Street to Grand Avenue</u>                                      |
|                      | <u>South</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u>    | <u>Main Street to Grand Avenue</u>                                      |
| <u>Fourth Avenue</u> | <u>North</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>     | <u>Bridge Street to Memorial Drive,<br/>Main Street to Grand Avenue</u> |
|                      | <u>South</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u>    | <u>Bridge Street to Memorial Drive,<br/>Main Street to Grand Avenue</u> |
| Grand Avenue         | West         | 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays              | Sunset Avenue to Deal Lake<br>Drive                                     |
|                      |              | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u>    | <u>Summerfield Avenue to Fifth<br/>Avenue</u>                           |

|                 |       |                                                                  |                                                                 |
|-----------------|-------|------------------------------------------------------------------|-----------------------------------------------------------------|
|                 | East  | 11:00 a.m.-<br>1:00 p.m.<br>Thursdays                            | Sunset Avenue to Deal Lake<br>Drive                             |
|                 |       | <del>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</del>                | <del>Summerfield Avenue to Fifth<br/>Avenue</del>               |
| Lake Avenue     | North | <del>87:00-00</del> a.m.-<br><del>98:00-00</del> a.m.<br>Mondays | Main Street to Grand Avenue                                     |
|                 | South | <del>87:00-00</del> a.m.-<br><del>98:00-00</del> a.m.<br>Fridays | Main Street to Grand Avenue                                     |
| Langford Street | West  | 9:00 a.m.-<br>11:00<br>a.m. Mondays                              | <del>Mattison-Prospect</del> Avenue to<br>Asbury Avenue         |
|                 | East  | 9:00 a.m.-<br>11:00<br>a.m. Fridays                              | <del>Mattison-Prospect</del> Avenue to<br>Asbury Avenue         |
| Main Street     | East  | 7:00 a.m. –<br>8:00 a.m.<br>Tuesdays and<br>Thursdays            | Southern City Line through the<br>1500 block of Main Street     |
|                 | West  | 7:00 a.m. –<br>8:00 a.m.<br>Mondays and<br>Fridays               | From the 1500 block of Main<br>Street to the Southern City Line |
| Mattison Avenue | North | a. 9:00 a.m.-<br>11:00<br>a.m. Mondays                           | Prospect Avenue to Memorial<br>Drive                            |
|                 |       | b. 8:00 a.m.-<br>9:00 a.m.<br>Mondays                            | Main Street to Press Plaza                                      |
|                 | South | a. 9:00 a.m.-<br>11:00<br>a.m. Fridays                           | Prospect Avenue to Memorial<br>Drive                            |
|                 |       | b. 8:00 a.m.-<br>9:00 a.m.<br>Fridays                            | Main Street to Press Plaza                                      |

|                             |              |                                                   |                                      |
|-----------------------------|--------------|---------------------------------------------------|--------------------------------------|
| <u>Munroe-Monroe Avenue</u> | North        | a. 9:00 a.m.-<br>11:00<br>a.m. Mondays            | Pine Street to Memorial Drive        |
|                             |              | b. 9:00 a.m.-<br>11:00 a.m.<br>Mondays            | Prospect Avenue to Neptune Town-ship |
|                             |              | <u>c. 9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>  | <u>Main Street to Grand Avenue</u>   |
|                             | South        | a. 9:00 a.m.-<br>11:00 a.m.<br>Fridays            | Pine Street to Memorial Drive        |
|                             |              | b. 9:00 a.m.-<br>11:00 a.m.<br>Fridays            | Prospect Avenue to Neptune Town-ship |
|                             |              | <u>c. 9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Main Street to Grand Avenue</u>   |
| Park Avenue                 | West         | 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays              | Sunset Avenue to Deal Lake Drive     |
|                             | East         | 11:00 a.m.-<br>1:00 p.m.<br>Thursdays             | Sunset Avenue to Deal Lake Drive     |
| Ridge Avenue                | West         | 9:00 a.m.-<br>11:00 a.m.<br>Mondays               | Neptune Border to Asbury Avenue      |
|                             | East         | 9:00 a.m.-<br>11:00 a.m.<br>Fridays               | Neptune Border to Asbury Park        |
| <u>Second Avenue</u>        | <u>North</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>     | <u>Main Street to Grand Avenue</u>   |
|                             | <u>South</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u>    | <u>Main Street to Grand Avenue</u>   |
| Seventh Avenue              | North        | 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays              | Steiner Place to Webb Street         |

|                                 |       |                                                |                                                                       |
|---------------------------------|-------|------------------------------------------------|-----------------------------------------------------------------------|
|                                 | South | 11:00 a.m.-<br>1:00 p.m.<br>Thursdays          | Steiner Place to Webb Street                                          |
| Sewall Avenue                   | North | 9:00 a.m.-<br>11:00 a.m.<br>Mondays            | Neptune Border to Prospect<br>Avenue Pine Street to Memorial<br>Drive |
|                                 |       | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>  | <u>Main Street to Grand Avenue</u>                                    |
|                                 | South | 9:00 a.m.-<br>11:00 a.m.<br>Fridays            | Neptune Border to Prospect<br>Avenue Pine Street to Memorial<br>Drive |
|                                 |       | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Main Street to Grand Avenue</u>                                    |
| Sixth Avenue                    | North | 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays           | Steiner Place to Webb Street                                          |
|                                 | South | 11:00 a.m.-<br>1:00 p.m.<br>Thursdays          | Steiner Place to Webb Street                                          |
| Summerfield Avenue              | North | a. 9:00 a.m.-<br>11:00 a.m.<br>Mondays         | Prospect Avenue to Memorial<br>Drive                                  |
|                                 |       | b. 8:00 a.m.-<br>9:00 a.m.<br>Mondays          | Main Street to Grand Avenue                                           |
| Summerfield<br>Avenue—Continued | South | a. 9:00 a.m. -<br>11:00 a.m.<br>Fridays        | Prospect Avenue to Memorial<br>Drive                                  |
|                                 |       | b. 8:00 a.m.-<br>9:00 a.m.<br>Fridays          | Main Street to Grand Avenue                                           |
| Sunset Avenue                   | North | 11:00 a.m.-<br>1:00 p.m.<br>Tuesdays           | Bridge Street to Webb Street                                          |
|                                 | South | a. 11:00 a.m.-<br>1:00 p.m.<br>Thursdays       | Bridge Street to Webb Street                                          |

|                     |              |                                                |                                                                                                                 |
|---------------------|--------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <u>Third Avenue</u> | <u>North</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Tuesdays</u>  | <u>Bridge Street to Pine Street,<br/>Comstock Street to Memorial<br/>Drive, Main Street to Grand<br/>Avenue</u> |
|                     | <u>South</u> | <u>9:00 a.m.-<br/>11:00 a.m.<br/>Thursdays</u> | <u>Bridge Street to Memorial Drive,<br/>Main Street to Grand Avenue</u>                                         |

### 7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for. (2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015-28; Ord. No. 2017-42; Ord. No. 2018-38)

| <i>Name of Street</i>   | <i>Sides</i>        | <i>Location</i>                                                                                                                                        |
|-------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bangs Avenue            | a. South            | From the westerly City line to Prospect Avenue                                                                                                         |
|                         | <del>b. South</del> | <del>Beginning at a point 106 feet from the westerly curb of Bond Street and extending to a point 40 feet west</del>                                   |
| <del>Bond Street</del>  | <del>— West</del>   | <del>Lake Avenue to Cookman Avenue</del>                                                                                                               |
| <del>Heck Street</del>  | <del>— West</del>   | <del>Asbury Avenue to Cookman Avenue</del>                                                                                                             |
| Lake Avenue             | a. Both             | Main Street to Bond Street                                                                                                                             |
|                         | b. Both             | From the Railroad tracks to Memorial Drive                                                                                                             |
|                         | <del>c. South</del> | <del>From the easterly curbline of Bond Street to a point 150 feet east</del>                                                                          |
|                         | <del>d. South</del> | <del>Kingsley Street to Ocean Avenue</del>                                                                                                             |
| <del>Ocean Avenue</del> | <del>a. Both</del>  | <del>From Asbury Avenue to First Avenue</del>                                                                                                          |
| -                       | <del>b. West</del>  | <del>Beginning at a point 109 feet south from the southwest corner of Deal Lake Drive and Ocean Avenue and extending 22 feet southerly therefrom</del> |

|                    |          |                                                                                                       |
|--------------------|----------|-------------------------------------------------------------------------------------------------------|
| -                  | e. West  | From the northerly line of Third Avenue to the southerly line of Fourth Avenue                        |
| Plaza Court        | —North   | Beginning at a point 35 feet from the easterly curbline of Kingsley Street and extending 75 feet east |
| Prospect Avenue    | —West    | Between Bangs Avenue and Mattison Avenue                                                              |
| Sewall Avenue      | —South   | From Ridge Avenue to Prospect Avenue                                                                  |
| St. James Place    | —East    | Cookman Avenue to Asbury Avenue                                                                       |
| Summerfield Avenue | a. North | From the easterly curbline of Bond Street to a point 200 feet east                                    |
|                    | b. South | Prospect Avenue to Ridge Avenue                                                                       |
| Third Avenue       | —South   | From the westerly curbline of Bond Street to a point 200 feet west                                    |
| Washington Avenue  | a. North | Prospect Avenue to Ridge Avenue every day except Tuesdays                                             |
| -                  | b. South | Prospect Avenue to Ridge Avenue on Tuesdays                                                           |

#### 7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for. (2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28)

#### ~~Mondays, Wednesdays and Fridays~~

| <i>Name of Street</i>    | <i>Sides</i>     | <i>Hours</i>                  | <i>Location</i>                             |
|--------------------------|------------------|-------------------------------|---------------------------------------------|
| <del>Atkins Avenue</del> | <del>West</del>  | <del>4:00 am to 8:00 am</del> | <del>Summerfield Avenue to Boston Way</del> |
| <del>Bangs Avenue</del>  | <del>South</del> | <del>4:00 am to 8:00 am</del> | <del>Memorial Drive to Ridge Avenue</del>   |

|                    |       |                          |                                   |
|--------------------|-------|--------------------------|-----------------------------------|
| Bond Street        | East  | 4:00 am<br>to<br>8:00 am | Asbury Avenue to Lake Avenue      |
| Borden Avenue      | West  | 4:00 am<br>to<br>8:00 am | Lake Avenue to Mattison Avenue    |
| Dewitt Avenue      | East  | 4:00 am<br>to<br>8:00 am | Lake Avenue to Mattison Avenue    |
| Emory Street       | West  | 4:00 am<br>to<br>8:00 am | Asbury Avenue to Bangs Avenue     |
| First Avenue       | South | 4:00 am<br>to<br>8:00 am | Grand Avenue to Main Street       |
| Lake Avenue        | North | 4:00 am<br>to<br>8:00 am | Main Street to Ridge Avenue       |
| Langford Street    | East  | 4:00 am<br>to<br>8:00 am | Asbury Avenue to Prospect Avenue  |
| Mattison Avenue    | North | 4:00 am<br>to<br>8:00 am | Memorial Drive to Prospect Avenue |
| Monroe Avenue      | South | 4:00 am<br>to<br>8:00 am | Memorial Drive to Prospect Avenue |
| Prospect Avenue    | East  | 4:00 am<br>to<br>8:00 am | Asbury Avenue to Lake Avenue      |
| Ridge Avenue       | East  | 4:00 am<br>to<br>8:00 am | Asbury Avenue south to City line  |
| Sewall Avenue      | North | 4:00 am<br>to<br>8:00 am | Memorial Drive to Prospect Avenue |
| Summerfield Avenue | North | 4:00 am<br>to<br>8:00 am | Memorial Drive to Prospect Avenue |
| Third Avenue       | South | 4:00 am<br>to            | Grand Avenue to Main Street       |

8:00 am

*Parking Prohibited During Certain Hours on Certain Streets—Continued*  
**Tuesdays, Thursdays and Saturdays**

| <i>Name of Street</i> | <i>Sides</i> | <i>Hours</i>              | <i>Location</i>                                |
|-----------------------|--------------|---------------------------|------------------------------------------------|
| Atkins Avenue         | East         | 4:00 am<br>to<br>8:00 am  | Summerfield Avenue to Boston Way               |
| Bangs Avenue          | North        | 4:00 am<br>to<br>8:00 am  | Memorial Drive to Ridge Avenue                 |
| Borden Avenue         | East         | 4:00 am<br>to<br>8:00 am  | Lake Avenue to Mattison Avenue                 |
| Boston Way            | North        | 9:00 am<br>to<br>11:00 am | Intersection of Sylvan Avenue to 350 feet east |
| Dewitt Avenue         | West         | 4:00 am<br>to<br>8:00 am  | Lake Avenue to Mattison Avenue                 |
| Lake Avenue           | South        | 4:00 am<br>to<br>8:00 am  | Main Street to Ridge Avenue                    |
| Langford Street       | West         | 4:00 am<br>to<br>8:00 am  | Asbury Avenue to Prospect Avenue               |
| Mattison Avenue       | South        | 4:00 am<br>to<br>8:00 am  | Memorial Drive to Prospect Avenue              |

|                    |       |                           |                                        |
|--------------------|-------|---------------------------|----------------------------------------|
| Monroe Avenue      | North | 4:00 am<br>to<br>8:00 am  | Memorial Drive to Prospect Avenue      |
| Prospect Avenue    | West  | 4:00 am<br>to<br>8:00 am  | Asbury Avenue to Lake Avenue           |
| Ridge Avenue       | West  | 4:00 am<br>to<br>8:00 am  | Asbury Avenue south to City line       |
| Sewall Avenue      | South | 4:00 am<br>to<br>8:00 am  | Memorial Drive to Pine Street          |
| Summerfield Avenue | South | 4:00 am<br>to<br>8:00 am  | Memorial Drive to Prospect Avenue<br>- |
| Sylvan Avenue      | East  | 9:00 am<br>to<br>11:00 am | Adams Street to Boston Way             |

## Tuesdays

|               |         |                           |                                                           |
|---------------|---------|---------------------------|-----------------------------------------------------------|
| Asbury Avenue | —North  | 9:00 am<br>to<br>11:00 am | Main Street to Grand Avenue                               |
| Avenue "A"    | —East   | 9:00 am<br>to<br>11:00 am | Adams Street to the most southerly<br>point of Avenue "A" |
| Bond Street   | a. East | 9:00 am<br>to<br>11:00 am | Asbury Avenue to Fifth Avenue                             |
| -             | b. East | 9:00 am<br>to<br>11:00 am | Monroe Avenue to Asbury Avenue                            |
| Emory Street  | a. East | 9:00 am<br>to             | Asbury Avenue to Fifth Avenue                             |

|                                     |          |                            |                                              |
|-------------------------------------|----------|----------------------------|----------------------------------------------|
|                                     |          | 11:00 am                   |                                              |
| -                                   | b. East  | 9:00 am<br>to<br>11:00 am  | <del>Monroe Avenue to Asbury Avenue</del>    |
| Fifth Avenue                        | a. North | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Grand Avenue</del>       |
| -                                   | b. North | 9:00 am<br>to<br>11:00 am  | <del>Memorial Drive to Comstock Street</del> |
| First Avenue<br>(Ord. No. 2018-28)  | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Bergh Street</del>       |
| Fourth Avenue<br>(Ord. No. 2018-28) | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Bergh Street</del>       |
| Grand Avenue                        | —East    | 9:00 am<br>to<br>11:00 am  | <del>Monroe Avenue to Fifth Avenue</del>     |
| Heck Street<br>(Ord. No. 2018-28)   | East     | 9:00 a.m. to<br>11:00 a.m. | <del>Fifth Avenue to Asbury Avenue</del>     |
| Monroe Avenue                       | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Grand Avenue</del>       |
| Second Avenue<br>(Ord. No. 2018-28) | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Bergh Street</del>       |
| Sewall Avenue                       | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Grand Avenue</del>       |
| Third Avenue<br>(Ord. No. 2018-28)  | —North   | 9:00 am<br>to<br>11:00 am  | <del>Main Street to Bergh Street</del>       |

*~~Parking Prohibited During Certain Hours on Certain Streets—Continued~~*

**Thursdays**

| <i>Name of Street</i> | <i>Sides</i> | <i>Hours</i> | <i>Location</i>                        |
|-----------------------|--------------|--------------|----------------------------------------|
| Asbury Avenue         | —South       | 9:00 am      | <del>Main Street to Grand Avenue</del> |

|                                     |          |                            |                                                           |
|-------------------------------------|----------|----------------------------|-----------------------------------------------------------|
|                                     |          | to<br>11:00 am             |                                                           |
| Avenue "A"                          | —West    | 9:00 am<br>to<br>11:00 am  | Adams Street to the most southerly<br>point of Avenue "A" |
| Bond Street                         | a. West  | 9:00 am<br>to<br>11:00 am  | First Avenue to Third Avenue                              |
| -                                   | b. West  | 9:00 am<br>to<br>11:00 am  | Monroe Avenue to Asbury Avenue                            |
| Emory Street                        | —West    | 9:00 am<br>to<br>11:00 am  | Asbury Avenue to Fifth Avenue                             |
| -                                   | —West    | 9:00 am<br>to<br>11:00 am  | Monroe Avenue to Asbury Avenue                            |
| Fifth Avenue                        | a. South | 9:00 am<br>to<br>11:00 am  | Main Street to Grand Avenue                               |
| -                                   | b. South | 9:00 am<br>to<br>11:00 am  | Memorial Drive to Comstock Street                         |
| First Avenue<br>(Ord. No. 2018-28)  | —South   | 9:00 am<br>to<br>11:00 am  | Main Street to Bergh Street                               |
| Fourth Avenue<br>(Ord. No. 2018-28) | —South   | 9:00 am<br>to<br>11:00 am  | Main Street to Bergh Street                               |
| Grand Avenue                        | —West    | 9:00 am<br>to<br>11:00 am  | Monroe Avenue to Fifth Avenue                             |
| Heck Street<br>(Ord. No. 2018-28)   | West     | 9:00 a.m. to<br>11:00 a.m. | Fifth Avenue to Asbury Avenue                             |
| Monroe Avenue                       | —South   | 9:00 am<br>to<br>11:00 am  | Main Street to Grand Avenue                               |
| Second Avenue<br>(Ord. No. 2018-28) | —South   | 9:00 am<br>to<br>11:00 am  | Main Street to Bergh Street                               |

|                                    |          |                                                         |                                                                                                                                                                                                                                                                                                             |
|------------------------------------|----------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sewall Avenue                      | —South   | 9:00 am<br>to<br>11:00 am                               | Main Street to Grand Avenue                                                                                                                                                                                                                                                                                 |
| Third Avenue<br>(Ord. No. 2018-28) | a. South | 8:00 am<br>to<br>5:00 pm<br>Monday<br>through<br>Friday | Comstock Street easterly 230 feet to<br>the entrance of Inspection Station<br>[In addition to any and all other<br>restrictions contained in Section<br>7-14, no person shall park a vehicle<br>between the hours of 8:00 am and<br>5:00 pm, Monday through Friday, on<br>this portion of Comstock Street.] |
| -                                  | b. South | 9:00 am<br>to<br>11:00 am                               | Main Street to Bergh Street                                                                                                                                                                                                                                                                                 |

## 7-28 BUS STOPS.

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus which is picking up or discharging passengers shall be permitted to occupy said location between the hours indicated.

| <i>Name of Street</i> | <i>Side</i>  | <i>Location</i>                                                                                            | <i>Hours</i> |
|-----------------------|--------------|------------------------------------------------------------------------------------------------------------|--------------|
| <u>Asbury Avenue</u>  | <u>North</u> | <u>Beginning at the westerly curbline of<br/>Main Street and extending 100 feet<br/>westerly therefrom</u> | <u>All</u>   |

## 7-41 METERED PARKING.

### 7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

- For time limit and expired metered parking for areas not covered in (b) below: thirty-six (\$36.00) dollars.
- For expired metered parking in fifteen (15) minute zones: fifty-five (\$55.00) dollars.
- For parking in permit-only designated spaces without a permit: ~~thirty-five~~ (\$~~35~~0.00) dollars.
- For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25; Ord. No. 2017-14)

**CITY OF ASBURY PARK  
BOND ORDINANCE NUMBER 2019-19**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING  
BOND ORDINANCE NUMBER 2018-13 (WHICH PROVIDES  
FOR VARIOUS IMPROVEMENTS TO DEAL LAKE DRIVE)  
HERETOFORE FINALLY ADOPTED BY THE CITY  
COUNCIL OF THE CITY OF ASBURY PARK, IN THE  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON  
MARCH 28, 2018, TO INCREASE THE APPROPRIATION  
BY \$300,000 AND TO INCREASE THE AUTHORIZATION  
OF BONDS OR NOTES BY \$300,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF  
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS  
FOLLOWS:**

**SECTION 1.** The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on March 28, 2018, numbered 2018-13 and entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO DEAL LAKE DRIVE, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,035,000 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$429,595) AND AUTHORIZING THE ISSUANCE OF \$605,405 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

**SECTION 2.** For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$300,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$300,000 from \$1,035,000 and shall equal the amount of \$1,335,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby, including a grant from the New Jersey Department of Transportation in the amount of \$429,595 (the "Grant").

**SECTION 3. (a)** In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, not covered by the Grant, additional negotiable bonds or notes of the City in the amount of \$300,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$300,000 from \$605,405 and shall equal the amount of \$905,405. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original

Ordinance, as amended and supplemented hereby, as such project is expected to be funded by the Grant.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended here to, is equal to \$905,405.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$1,335,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grant.

**SECTION 4.** The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the “Director of the Division of Local Government Services”), will be on file in the office of the Clerk and will be available for public inspection.

**SECTION 5.** The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$300,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

**SECTION 6.** Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$270,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.”

**SECTION 7.** The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 8.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 9.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 10.** The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

**SECTION 11.** Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**DATED: May 8, 2019**

---

**CINDY A. DYE,**  
**Clerk of the City of Asbury Park**

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

---

**JOHN MOOR,**  
**Mayor of the City of Asbury Park**



Minutes  
Meeting of the Municipal Council  
Wednesday, May 8, 2019  
WORK SESSION

Announcement by the City Clerk

| Attendee Name      | Title         | Status  | Arrived |
|--------------------|---------------|---------|---------|
| Eileen Chapman     | Councilmember | Present |         |
| Yvonne Clayton     | Councilmember | Present |         |
| Jesse Kendle       | Councilmember | Present |         |
| Amy Quinn          | Deputy Mayor  | Present |         |
| John Moor          | Mayor         | Present |         |
| Cindy Dye          | City Clerk    | Present |         |
| Michael Capabianco | City Manager  | Present |         |
| Frederick Raffetto | City Attorney | Present |         |

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications for this evening's meeting.

Items to be presented by Director of Planning Michele Alonso:

1. Requested easement for metal canopy over R-O-W by RBAR AP, LLC for Block 2805 Lots 18 & 19 1112-1114 Main Street

Director of Planning Michele Alonso reviewed the request for an easement for a metal canopy for 1112-1114 Main Street with the City Council.

Review of Agenda Items for May 8, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda with the Mayor and City Council.

Matters from City Manager

1. Community Solar Initiative

City Manager Capabianco discussed the community solar initiative with the Mayor and City Council.

Matters from City Council

Council Member Chapman stated that on May 21 the Asbury Park Complete Streets Coalition will be hosting AP Rides. They will meet at Springwood Avenue Park at 6:30 p.m. On Sunday,

May 19 the Sunset Lake Commission will be hosting Spring on Sunset from 3 p.m. to 5 p.m. at 601 Sunset Avenue.

Council Member Clayton congratulated those who organized Asbury Park Live! There will be a teen town hall meeting hosted by Congressman Pallone on May 11 in New Brunswick at the YMCA. All high school students are invited. This Saturday is the next expungement session at 11 a.m. at St. Stephens Church.

Council Member Kendle stated that the Asbury Park day camp program's registration is now open. This Saturday the Recreation Committee is hosting a Family Fun BBQ for autistic children from 1 p.m. to 3 p.m.

Deputy Mayor Quinn stated that this year is the third year for Haitian Heritage Month. Beach passes are on sale through the app or through the beach office. She thanked Office Casey and all City Hall staff for the school children tours.

Mayor Moor stated that the Carousel Awards hosted by the Asbury Park Chamber of Commerce is being held Friday night.

Matters from City Attorney

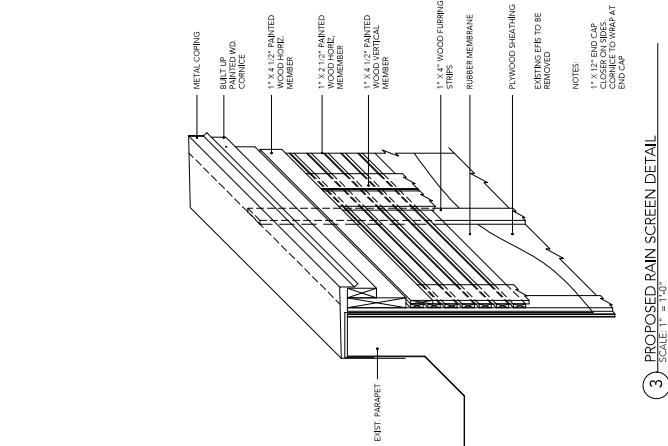
City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

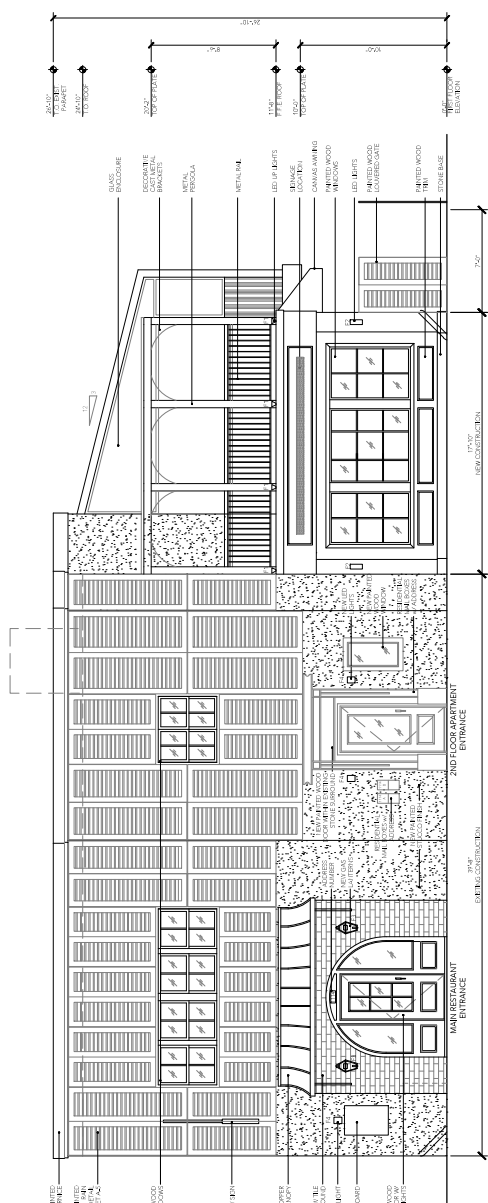
Respectfully submitted by:

---

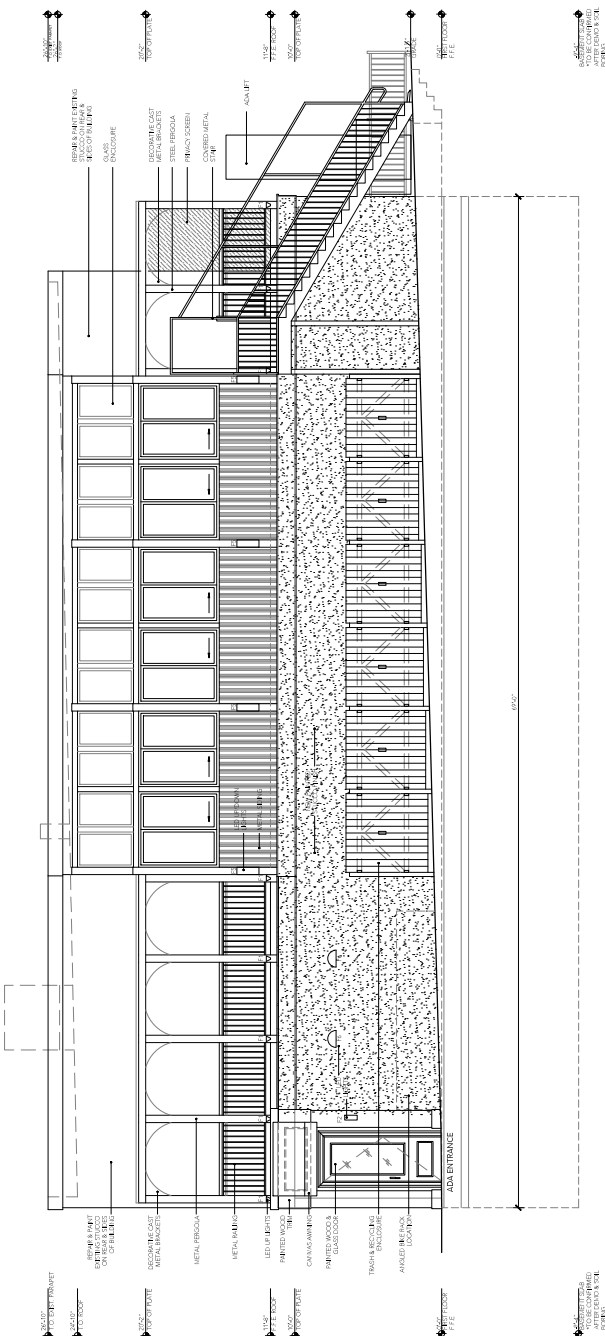
Cindy A. Dye, RMC, City Clerk



3 PROPOSED RAIN SCREEN DETAIL  
SCALE: 1" = 1'-0"



1 PROPOSED FACADE ELEVATION - WEST  
SCALE: 1/4" = 1'-0"



2 PROPOSED FACADE ELEVATION - SOUTH  
SCALE: 1/4" = 1'-0"



Minutes  
Meeting of the Municipal Council  
Wednesday, May 8, 2019  
REGULAR MEETING

---

**Executive Session - 4:00 p.m.**

2019-166 Resolution Authorizing a meeting which excludes the public

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

| Attendee Name      | Title         | Status  | Arrived |
|--------------------|---------------|---------|---------|
| Eileen Chapman     | Councilmember | Present |         |
| Yvonne Clayton     | Councilmember | Present |         |
| Jesse Kendle       | Councilmember | Present |         |
| Amy Quinn          | Deputy Mayor  | Present |         |
| John Moor          | Mayor         | Present |         |
| Cindy Dye          | City Clerk    | Present |         |
| Michael Capabianco | City Manager  | Present |         |
| Frederick Raffetto | City Attorney | Present |         |

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

**PUBLIC PARTICIPATION**

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Ernest Mignoli, Tom Gilmore, Pam Lamberton, Marty Martino, Jerry Maurer, Maureen Nevins, Diane Nepitet, Werner Baumgartner, John Morris, Bill Davis, Rog Young, Tracey Rogers, Felicia Simmons

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public. All were in favor.

**MINUTES**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

1. Executive Minutes of Apr 24, 2019 5:00 PM
2. Municipal Council - Work Session - Apr 24, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Apr 24, 2019 7:00 PM

### **ADOPTION OF THE 2019 MUNICIPAL BUDGET**

2019-146 Adoption of the 2019 Municipal Budget

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### **CONSENT AGENDA RESOLUTIONS**

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-167 Resolution Approving Special Event Applications

2019-168 Adopting the Monmouth County Home Consortium FY 2019 Annual Action Plan for Housing and Community Development Programs

2019-169 Authorizing Appointments to the Public Art Commission

The Mayor and Council wishes to appoint Mary Eileen Fouratt with a term expiring December 31, 2019

### **INDIVIDUAL RESOLUTIONS**

2019-170 Resolution Approving Payment of Bills

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-171 Resolution Approving Change Order #3 for Bridge and Heck Street Improvements

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-172 Awarding a Professional Services Contract for Energy Consulting Services

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-173 Resolution Authorizing the Fabrication and Installation of a Carbon Steel Scum Beach on Gravity Thickener

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 0]</b>                              |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                        |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                              |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSTAIN:</b>  | Jesse Kendle                                         |

2019-174 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-175 Resolution Authorizing the Outfitting of the New Fire Department Pickup Truck

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember         |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-176 Resolution Awarding a contract to Monmouth County for road repaving

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-177 Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Pilot Valet Parking Service

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-178 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-179 Resolution Adopting the Personnel Policy for 2019

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [4 TO 1]</b>                                 |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                                 |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                           |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn |
| <b>NAYS:</b>     | John Moor                                               |

2019-180 Resolution Requesting Deal Lake Commission Record Public Meetings

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

## **ORDINANCES**

### **Introduction**

2019-20 An Ordinance Amending and Supplementing Chapter XX, Entitled “Environmental Regulations,” in Order to Add a New Section 20-3 Thereof, to be Known as “Plastic Bags,” of the “Code Of The City Of Asbury Park, New Jersey.”

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [4 TO 0]</b>                         |
|                  | <b>Next: 6/12/2019 7:00 PM</b>                     |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                            |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember                        |
| <b>AYES:</b>     | Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor |
| <b>ABSTAIN:</b>  | Yvonne Clayton                                     |

2019-21 2019-21 Authorizing The City of Asbury Park To Convey An Easement over a Certain Portion of The Public Right-Of-Way Area Adjacent to The Property Located at 301 Eighth Avenue (Block 4301, Lot 6, F/K/A Block 218, Lot 1)

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>DEFEATED [0 TO 5]</b>              |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>NAYS:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-22 Authorizing the City of Asbury Park to Convey an Easement Over a Certain Portion of the Right-Of-Way Area (Air Space) Adjacent to the Property Located at 306 (a/k/a 308) Main Street, Asbury Park, New Jersey (Block 2508, Lot 9)

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>TABLED [UNANIMOUS]</b>             |
|                  | <b>Next: 5/22/2019 7:00 PM</b>        |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

### Second Reading/Public Hearing

2019-15 Bond Ordinance Providing for Various North End Beach Utility Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”); Appropriating \$19,000,000 Therefor (Including a New Jersey Green Acres Program Grant/Loan) and Authorizing the Issuance of \$19,000,000 Bonds or Notes of the City to Finance Part of the Costs Thereof

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to open the ordinance to the public. All were in favor.

The following members of the public spoke: Werner Baumgartner, Maureen Nevin, Felicia Simmons.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Jesse Kendle, Councilmember           |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-16 An Ordinance Amending and Supplementing Article 13-1300, Entitled “Short-Term Rentals,” as Contained within Part 2, “Rental Property,” of Chapter XIII, “Property Improvement and Neighborhood Preservation – Property Maintenance Code,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-17 An Ordinance Amending and Supplementing Section 10-2, Currently Entitled “Hotel Room Occupancy Tax,” of Chapter X, “Finance and Taxation,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Eileen Chapman, Councilmember         |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-18 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2019-19 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-13 (Which Provides for Various Improvements to Deal Lake Drive) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 28, 2018, to Increase the Appropriation by \$300,000 and to Increase the Authorization of Bonds or Notes by \$300,000

Motion made by Council Member Chapman and seconded by Deputy mayor Quinn to open the ordinance to the public. All were in favor.

The following members of the public spoke: Werner Baumgertner, Maureen Nevin.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

## **ADJOURNMENT**

The meeting was adjourned at 8:05 PM

Respectfully submitted by:

---

Cindy A. Dye, RMC, City Clerk