



Agenda
Meeting of the Municipal Council
Wednesday, June 27, 2018
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 4, 2018, 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. Review of Agenda Items for June 27, 2018 Regular Meeting
- D. Matters from City Council
- E. Matters from City Manager
- F. Matters from City Attorney
- G. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, June 27, 2018
REGULAR MEETING 7:00 PM

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

2018-237 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Carter Sackman Parking Proposal
2. Amendments to the Waterfront Redevelopment Plan

B. Personnel

1. Amendments to the Personnel Policy

C. 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 4, 2018, 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 Jun 12, 2018 8:00 PM
- Municipal Council - Work Session - Jun 13, 2018 6:00 PM

- Municipal Council - Regular Meeting - Jun 13, 2018 7:00 PM

G. 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.

2018-238 Resolution Approving Special Event Applications

2018-239 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - 2018 Clean Communities Grant

2018-240 Resolution Authorizing a "Dedication by Rider" to the Budget of the City of Asbury Park in the County of Monmouth For Parking Garage Pursuant to N.J.S.A. 40A:4-39

2018-241 A Resolution of the City of Asbury Park Releasing the Performance Bond for Block 2508, Lot 2 - 700 Bangs Avenue and Accepting Maintenance Guarantee

2018-242 Authorizing Execution Of A Shared Services Agreement With Passaic Valley Sewerage Commission for Sludge Disposal

2018-243 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2018

2018-244 Resolution Accepting a Donation of a Parklet

2018-245 Authorizing the City of Asbury Park to Amend the Contract for the Rental of Stand-Up Paddle Boards, Kayaks, and/or other Recreational Devices to the Public in a Designated Area of the Deal Lake

H. Individual Resolutions

2018-246 Resolution Approving Payment of Bills

2018-247 Resolution Appointing Land Use Attorney

2018-248 Resolution Appointing Alternate City Prosecutor

2018-249 Resolution Approving Change Order #5 for Fourth Avenue Improvements

2018-250 Resolution Approving Change Order #9 for Fourth Avenue Improvements

2018-251 Resolution Amending the Metered Parking Requirements for the Bangs Avenue Garage in the Downtown Area of the City, Effective the First Saturday of Each Month During the Time Period From July through September 2018

2018-252 Resolution Adopting the Personnel Policy for 2018

- 2018-253 Resolution Approving 2018-2019 Liquor License Renewals
- 2018-254 A Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2018-2019 Licensing Year
- 2018-255 A Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2018-2019 Licensing Year
- 2018-256 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year
- 2018-257 A Resolution Approving the Renewal of Hotel Liquor License No. 1303-36-069-001, which is held by 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2018-2019 License Term

I. Ordinances

1. Introduction

- 2018-29 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

2. Second Reading/Public Hearing

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park
- 2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein
- 2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

J. Adjournment

**RESOLUTION NO. 2018-237****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 June 27, 2018 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. Contract Negotiations:

1. Carter Sackman Parking Proposal

B. Personnel:

1. Amendments to the Personnel Policy

C. 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, June 13, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
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.

Insurance Review by Ezio I. Altamua, Senior Vice President of Otterstedt Insurance Agency

Ezio Altamura provided an insurance review for the City of Asbury Park.

Items to be presented by Surf Rider

Representatives from Surf Rider made a presentation to the Mayor and Council regarding plastics and debris in our oceans and made some recommendations.

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

City Manager Capabianco had no report.

Special Event Applications

City Manager Capabianco reviewed the special event applications with the City Council.

Review of Agenda Items for June 13, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda with the City Council.

Matters from City Council

Council Member Clayton stated that on Saturday, June 16 the monthly expungement meeting will be held at St. Stephens. On June 20 at Springwood Avenue Park the Quality of Life Committee will be holding their "Welcome to Summer Party". On June 25 the Asbury Park Music Foundation will begin its music festival, which will continue throughout the summer. The concerts begin at 6 p.m.

Council Member Kendle stated that the Recreation Committee will be holding its fashion show on July 14. Tickets are \$10. He asked for a moment of silence for Jerry Scarano.

Minutes Acceptance: Minutes of Jun 13, 2018 6:00 PM (Minutes)

Deputy Mayor Quinn sends condolences from the entire Council for the friends and family of Jerry Scarano.

Mayor Moor echoes the Deputy Mayor's condolences. He asked about the auction for the junk vehicles.

Matters from City Manager

City Manager Capabianco had no matters.

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 Acceptance: Minutes of Jun 13, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, June 13, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-209 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

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.

The following members of the public spoke: Ernesto Colari, Robert Weiner, Mike Sorano, Christian (?), Glen Massanello, Danny Curi, Dennis Quilligan, Werner Baumgartner

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the meeting to the public.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Executive Minutes of May 23, 2018 4:00 PM
2. Municipal Council - Work Session - May 23, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - May 23, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2018-210 Resolution Approving Special Event Applications
- 2018-211 Authorization to Ratify the PBA Local 6 Union Contract
- 2018-212 Authorization to Ratify the Superior Officers Association Local 6 ("SOA") Union Contract
- 2018-213 Authorization to Ratify the International Federation of Professional and Technical Engineers Union Contract
- 2018-214 Authorization to Ratify the International Association of Firefighters (IAFF) Union Contract
- 2018-215 Authorizing the Tax Collector to Prepare and Deliver Estimated 2018-3RD Quarter Tax Bills
- 2018-216 Resolution Canceling Balances of Various Trust Reserves
- 2018-217 A Resolution Authorizing Tyrone A. Young, Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process 2018
- 2018-218 Resolution Approving Tax Sale Costs 2018
- 2018-219 Resolution to Authorize Year End Tax Sale 2018
- 2018-220 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Ticket or Click It Grant

2018-221 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1121 First Ave.)

2018-222 Resolution Approving Award of Contract for Regional Contribution Agreement Project (1300 Fourth Avenue)

2018-224 Adopting of the FY-2018 Annual Action Plan For Community Development Programs

INDIVIDUAL RESOLUTIONS

2018-225 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-01574, 18-01615, 18-01373 and 18-08376.

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

2018-226 Resolution Authorizing Change Order Number 1 for the Wastewater Treatment Plan Carbon Media Replacement Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-227 Resolution Authorizing Change Order 19 with Black Rock Enterprises for the Road Program

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-228 Resolution Awarding a contract for 3rd Party Municipal Court Debt Collections

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-229 Resolution Authorizing the Purchase of Asphalt Materials from Stavola Construction Materials Inc. for the Paving of Various Roadways

RESULT: **ADOPTED [4 TO 1]**
MOVER: Jesse Kendle, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
NAYS: Eileen Chapman

2018-230 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Eileen Chapman, Councilmember
SECONDER: Yvonne Clayton, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2018-231 A Resolution of The Mayor And Council of The City of Asbury Park, Acting as The Redevelopment Entity, Authorizing A Temporary Cellular Installation on The Eastern Portion of Block 4001 fronting on Kingsley Street Within The Waterfront Redevelopment Area

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Eileen Chapman, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2018-232 Resolution Rejecting Development Proposals for City Hall and Transportation Center Sites

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Eileen Chapman, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2018-233 Resolution Approving 2018-2019 Liquor License Renewals

Motion to amend Resolution 2018-233 as read by the City Clerk made by Council Member Kendle and seconded by Council Member Chapman. All were in favor.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jesse Kendle, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2018-234 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year

RESULT: **TABLED [UNANIMOUS]**

Next: 6/27/2018 7:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Yvonne Clayton, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2018-235 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area

RESULT:	DEFEATED [1 TO 3]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman
NAYS:	Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2018-236 Omnibus Resolution of the City of Asbury Park, New Jersey Authorizing Various Documents and Agreements in Connection with the Implementation of Lot by Lot Development in the Waterfront Redevelopment Area

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

Public hearing scheduled for June 27, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-15 Adoption of an Amendment to the Waterfront Redevelopment Plan

Motion to open the ordinance to the public made by Council Member Chapman and seconded by Council Member Clayton.

The following member of the public spoke: Werner Baumgartner.

Motion to close the ordinance to the public made by Council Member Chapman and seconded by Deputy Mayor Quinn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-20 Amendment No. 1 To An Ordinance Of The City Of Asbury Park, In The County Of Monmouth, New Jersey, Providing For The Special Assessment Of The Cost Of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility And Other Infrastructure Improvements In Portions Of The Prime Renewal Area And The Boardwalk Area Within

The Asbury Park Waterfront Redevelopment Area And Establishment Of A Mechanism
For Payment Of The Cost Thereof

Motion to open the ordinance to the public made by Deputy Mayor Quinn and seconded by Council Member Clayton.

No one from the public spoke.

Motion to close the ordinance to the public made by Council Member Kendle and seconded by Deputy Mayor Quinn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 6/27/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-25 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

Motion to not approve Ordinance 2018-25 was made. Therefore, the ordinance does not become effective.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:55 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jun 13, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-238

**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 June 27, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Rockin the Park
2. Fitness in the Park
3. Weddings
 - a. 9/15
 - b. 9/21

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. 2018-238 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-239

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2018 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - 2018 CLEAN COMMUNITIES GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2018 in the sum of \$31,802.19. Which is now available from NJ Solid Waste Administration.

BE IT FURTHER RESOLVED, that a like sum of \$31,802.19 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Clean Communities

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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. 2018-239 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-240

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

RESOLUTION AUTHORIZING A "DEDICATION BY RIDER" TO THE BUDGET OF THE CITY OF ASBURY PARK IN THE COUNTY OF MONMOUTH FOR PARKING GARAGE PURSUANT TO N.J.S.A. 40A:4-39

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for the acceptance of revenues for parking garage and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the revenues collected is hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Asbury Park, County of Monmouth, and State of New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the parking garage from revenues collected as per N.J.S.A. 40:5-29.
2. The Clerk of City of Asbury Park, County of Monmouth, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

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. 2018-240 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-241

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

A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR BLOCK 2508, LOT 2 - 700 BANGS AVENUE AND ACCEPTING MAINTENANCE GUARANTEE

WHEREAS, InSite Engineering, LLC, who serve as engineers to the Planning Board, has inspected 700 Bangs Avenue (Block 2508, Lot 2); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$14,652.00 upon a posting of the two (2) year Maintenance Guarantee in the amount of \$1,831.50, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee and accept a two-year Maintenance Guarantee in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices related to this property, in accordance with InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$14,652.00 be released for the improvements described above and accept a two (2) year maintenance guarantee of \$1,831.50 as well.

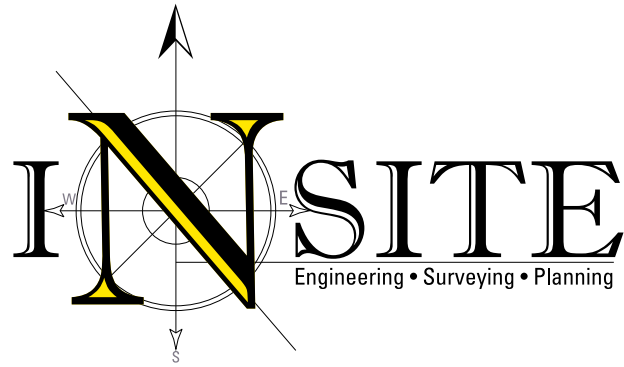
BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

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. 2018-241 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

City of Asbury Park Planning Board
 c/o: Barbara Van Wagner
 Board Secretary
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: Barbara.VanWagner@CityofAsburyPark.com

June 13, 2018

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
Proposed Residential Building
 Block 2508, Lot 2; 700 Bangs Avenue
 City of Asbury Park, Monmouth County, NJ

Ms. Van Wagner:

In accordance with our June 12, 2018 construction site inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our May 3, 2016 "Engineer Estimate" letter to you was \$12,210.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$14,652.00 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$1,831.50 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

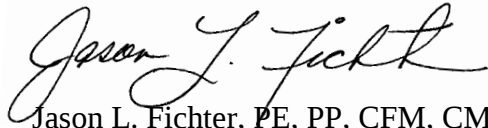
Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

Performance Guarantee → Maintenance Guarantee
City of Asbury Park Planning Board
City of Asbury Park, Monmouth County, NJ

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June 13, 2018
Block 2508; Lot 2

If you have any questions or require further information, please feel free to contact me anytime by phone or email (Jason@InsiteEng.net).

Sincerely,
InSite Engineering, LLC



Jason L. Fichter, PE, PP, CFM, CME
Planning Board Engineer

InSite Job # 15-580-41

cc:

Jack Serpico, Esq., Planning Board Attorney
Barbara Krzak, Planning Board Chair
Michele Alonso, Director of Planning and Redevelopment
Frederick C. Raffetto, Esq., City Attorney

JserpicoLaw@aol.com
BarbKCondo@aol.com
Michele.Alonso@cityofasburypark.com
fcr@ansellgrimm.com

Attachment: 700 Bangs Avenue.Maintenance Bond (2018-241 : Release Performance Guarantee 700 Bangs Ave.)

InSite Engineering, LLC

1913 Atlantic Avenue, Suite F4 • Wall, NJ 08736
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO



RESOLUTION NO. 2018-242

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

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH PASSAIC VALLEY SEWERAGE COMMISSION FOR SLUDGE DISPOSAL

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and Passaic Valley Sewerage Commission (“PVSC”) have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with PVSC; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the CFO has certified that funds are available in the line item 8-07-55-502-000-224; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park, as follows:

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. This Agreement shall be effective through June 27, 2021.
3. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:

- a. Passaic Valley Sewerage Commission
- b. Michael Capabianco, City Manager
- c. William McClave, DPW Superintendent
- d. Frederick C. Raffetto, Esq., Municipal Attorney
- e. Tracy Lizardi, 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. 2018-242 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

THOMAS TUCCI, JR.
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
MILDRED C. CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
Commissioners



GREGORY A. TRAMONTOZZI
Executive Director and General Counsel

MATTHEW F. MURRAY
Clerk

"Protecting Public Health and the Environment"

600 Wilson Avenue
Newark, NJ 07105
P (973) 344-1800 F (973) 334-2951
www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

June 12, 2018

Ms. Tracy Lizzard
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: Asbury Park Sewerage Treatment

Dear Ms. Lizzard:

Enclosed please find your agreement with the Passaic Valley Sewerage Commission (PVSC) to discharge **Asbury Park Sewerage Treatment** waste. Please sign and attest to all three (3) copies of the enclosed PVSC Agreement, and return them to PVSC for execution. The execution of the Agreement will enable you to discharge only the waste specified in the Application submitted to PVSC and referenced above as the subject of this approval. If applicable, you will also find a Consent of Generator form. This document must be signed by a duly authorized representative of the generator of the waste. Please note that the rate **will start at \$42.50 per 1,000 gallons. (See Schedule A of Agreement).**

****PLEASE NOTE****: This Agreement becomes **VOID** if it is edited in any way.

Upon execution by PVSC, an executed Agreement will be forwarded to you for your records. If this is for a new application, upon submission of the PVSC Agreement a source code will be added to our current approved source list.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 466-2569.

Sincerely,
PASSAIC VALLEY SEWERAGE COMMISSION

Michael G. Mecca

Michael G. Mecca
Liquid Waste Acceptance Director

MM/dt
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director
Joseph F. Kelly, Clerk
File, Liquid Waste Acceptance

Attachment: Passaic Valley Sewerage Commission Agreement 2018- 2021 (2018-242 : Shared Services with Passaic Valley Sewerage



THOMAS TUCCI, JR
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
MILDRED C. CRUMP
JAMES P. DORAN
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"Protecting Public Health and the Environment"

3.G.5.a
GREGORY A. TRAMONTA
Executive Director and General
Counsel

MATTHEW F. MURRAY
Clerk

INTERLOCAL AGREEMENT
SLUDGE DISPOSAL CONTRACT 6/12/2018
Asbury Park Sewerage Treatment

THIS AGREEMENT made this day of , 2018

BETWEEN: THE PASSAIC VALLEY SEWERAGE COMMISSION, public
corporation of the State of New Jersey (hereinafter referred to as
"PVSC");

AND: City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

(hereinafter referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment
facility located in Newark, New Jersey, generally referred to as
the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plan has sludge
disposal facilities and capabilities; and

WHEREAS, the CUSTOMER, is a Generator of a Municipal Sludge
and desires to have the sludge treated and disposed of by PVSC;
and

WHEREAS, PVSC is agreeable to treatment and disposal of the
sludge of the CUSTOMER subject to certain terms and conditions
including terms for the fixing of fees for treatment and disposal
of the sludge and other related matters;

NOW, THEREFORE, in consideration of these premises and of the
mutual covenants and agreements herein set forth, and of the
undertakings of each party to the other, the parties hereto, each
binding itself, its successors and assigns, do mutually covenant,
promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous sludge at no cost to PVSC to the point of connection to PVSC's system at the PVSC's Sludge Receiving Facility, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its sludge, the hauler must be approved by PVSC pursuant to its procedures. If the lowest responsible BIDDER of CUSTOMER for the performance of hauling services fails to obtain the approval of PVSC, CUSTOMER shall have a right to terminate this agreement upon fifteen (15) days written notice. If CUSTOMER is not the generator of the sludge being delivered to PVSC pursuant to this Agreement, CUSTOMER shall deliver to PVSC, prior to the delivery of any sludge, an executed Consent of Generator the form of which is annexed hereto as Exhibit A. The non-hazardous sludge shall meet all of PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and it shall not be detrimental to PVSC's treatment plant. The PVSC will accept the non-hazardous sludge from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of the sludge in the amount and manner set forth hereinafter. The terms non-hazardous sludge, and sludge shall be deemed synonymous whenever they appear in this Agreement.

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS SLUDGE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total production of sludge during the term of this Agreement, unless PVSC cannot accept 100% of its total sludge production. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S sludge during the term of this Agreement. The CUSTOMER agrees that if it does not deliver 100% of its total sludge production, it will pay PVSC for any sludge production not delivered at the rate specified in this Agreement, unless PVSC cannot accept same. The PVSC agrees to accept, treat and dispose of the non-hazardous sludge delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

(b) The CUSTOMER shall not, however, discharge into the PVSC's system;

1. Any prohibited sludge as defined by Section 312 or any other of PVSC's Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.

3. Any sludge with a pollutant content greater than contained in the USEPA's 40 CFR 503 Regulations.

4. Any sludge which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved sludge, as defined in the CUSTOMER'S Application, with any other sludge.

6. Any sludge which exceeds the maximum percent total solids contained in Schedule A hereof.

(c) PVSC reserves the right to sample any delivery for any parameter before or during discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system and Wayne Township will not be obligated to pay for the disposal of any delivery rejected by PVSC.

(e) In consideration for the treatment and disposal of the sludge by PVSC, the CUSTOMER agrees to pay PVSC at the thousand gallon rate specified in Schedule A hereof (the "Rate"). PVSC shall have the right to adjust the Rate annually upon forty-five (45) days notice which notice, shall be given not less than ninety (90) days before December 31st of any year of this Agreement effective on January 1 following the notice. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to December 31st of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing December 31st. The termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

(f) PVSC shall base its charges for sludge deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to PVSC's treatment plant. At PVSC's option it may require CUSTOMER to provide Certified Scale Weight Tickets to

confirm the volume. The sludge will be delivered at the sole cost of the CUSTOMER to PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the sludge through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection or other designated discharge point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

(b) The CUSTOMER will in each fiscal year (Wayne's fiscal year is 1/1 through 12/31) make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

(c) If the CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for costs of collection, including reasonable attorney fees.

(d) It is expressly agreed and understood that the CUSTOMER is solely a contract customer of PVSC and shall acquire by this Agreement no ownership, capital, property rights or equity in the system or plant of PVSC whatsoever, nor shall the CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

(e) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with its terms, shall expire three (3) year(s) from the date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the sludge at PVSC, then and in such events, the terms of this

Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(f) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

(g) Anything in this Agreement to the contrary notwithstanding, PVSC shall have the absolute right to terminate this Agreement or suspend deliveries if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the sludge to be delivered pursuant to this Agreement, or if the treatment of such sludge will or has caused PVSC to violate its current permit under which it operates its facility and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on thirty (30) days written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision. The afore mentioned capacity limitations shall not apply to the extent cause, or contributed to, by PVSC's Agreements with other entities regarding the acceptance of waste that are executed subsequent to this Agreement.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), PVSC may terminate the services provided hereunder forthwith and refuse to accept the sludge into its system, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing or constitute a waiver of any of PVSC's rights to enforce this Agreement.

(b) In addition to its right of termination, PVSC reserves the right to institute such measures as contained in PVSC's Rules

and Regulations including, but not limited to, Section 601 Authority, Violations, etc.

(c) In the event any sludge discharged by the CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP or other governmental agency law, rule or permit, then in any such case, the CUSTOMER shall reimburse PVSC in full for such additional costs incurred, or fines or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that the CUSTOMER, or its agents, or its sludge was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

PVSC shall use reasonable diligence and care to provide sludge treatment service at its sewage treatment plant for the use of the CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages

and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|--|-------------|
| (a) Injury or death to one person | \$1,000,000 |
| (b) Injury or death to more than one person or more than a single occurrence | \$2,000,000 |
| (c) Property damage | \$1,000,000 |
| (d) Property damage on account of all occurrences | \$2,000,000 |

The CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of PVSC. If the CUSTOMER is self-insured, the CUSTOMER shall provide PVSC proof of its self-insurance, and provide a Certificate of Self-Insurance as required by this section.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States located in New Jersey or in the Courts of the state of New Jersey located in Essex County, New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of sludge to PVSC's facility, the fact that the CUSTOMER or generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

Section 10. TESTING AND MONITORING

(a) The CUSTOMER shall be responsible for sludge sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, for monitoring for sludge quality parameters, including heavy metals and toxic organic chemicals, copies of the sludge analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for sludge quality parameters, shall be filed with PVSC within thirty (30) days of their submission to the regulatory agency(s).

(b) The CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations and any applicable State and Federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five years.

Section 11. SPILLAGE

Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER'S responsibility to properly clean up at the CUSTOMER'S expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 12. VERBAL/WRITTEN COMMUNICATION

Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 13. RE-APPLICATION

If this Agreement is renewed or extended, the CUSTOMER shall submit a complete PVSC Application including all required laboratory analysis. In addition, CUSTOMER or generator shall certify annually to PVSC that there has been no "significant change" in the sludge as defined in PVSC's Rules and Regulations. Failure to submit a complete Application or certify annually shall constitute a CUSTOMER default of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, PVSC and the CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date first above written.

PASSAIC VALLEY SEWERAGE COMMISSION

ATTEST:
MATTHEW F. MURRAY
Clerk

By: GREGORY A. TRAMONTOZZI
Executive Director

CITY OF ASBURY PARK

Re: Asbury Park Sewerage Treatment

X
ATTEST:

By:

(Print Name)

(Print Name)

(Print Title)

(Print Title)

SCHEDULE A

ASBURY PARK SEWERAGE TREATMENT- 2018

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons</u>
Up to 4.95%	\$ 42.50
4.96% to 5.55%	\$ 47.25
5.56% to 5.95%	\$ 52.00
5.96% to 6.55%	\$ 56.75
6.56% to 6.95%	\$ 61.50
6.96% to 7.55%	\$ 66.25
7.56% to 7.95%	\$ 71.00
7.96% to 8.55%	\$ 75.75
8.56% to 8.95%	\$ 80.50



RESOLUTION NO. 2018-243

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

RESOLUTION APPROVING AN AGREEMENT FOR SERVICES CONTRACT WITH ROK INDUSTRIES, INC. D/B/A NJTAXLIENINVESTOR.COM, FOR INTERNET- BASED ELECTRONIC TAX SALE PROCESSING FOR 2018

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2018; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services; and

WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or her designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.

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. 2018-243 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2018

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2018; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services; and

WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or her designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.



RESOLUTION NO. 2018-244

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

RESOLUTION ACCEPTING A DONATION OF A PARKLET

WHEREAS, a design firm, Parkways, wishes to donate one (1) parklet with an approximate value of \$12,000.00, to the City of Asbury Park to enhance the pedestrian experience, expand the public realm, and attract customers to commercial areas; and

WHEREAS, the City of Asbury Park is desirous to receive said donation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the City of Asbury Park hereby accepts the donation of one (1) parklet from Parkways.

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. 2018-244 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-245

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

AUTHORIZING THE CITY OF ASBURY PARK TO AMEND THE CONTRACT FOR THE RENTAL OF STAND-UP PADDLE BOARDS, KAYAKS, AND/OR OTHER RECREATIONAL DEVICES TO THE PUBLIC IN A DESIGNATED AREA OF THE DEAL LAKE

WHEREAS, on July 25, 2017, the City of Asbury Park approved an agreement for the operation of a seasonal concession to provide for the rental of Stand-up Paddle Boards, Kayaks and/or other recreation devices to the public in a designated area of the Deal Lake in the City of Asbury Park; and

WHEREAS, the Deal Lake Dock Company as requested an addendum to the contract regarding the scheduled of payments and insurance requirements, which is attached hereto and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the attached Contract Addendum (Concession Agreement Modification) is hereby approved.

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. JoAnn Boos, CFO;
- d. Frederick C. Raffetto, Esq., City Attorney

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. 2018-245 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 27th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**CONTRACT ADDENDUM
(CONCESSION AGREEMENT MODIFICATION)**

THIS ADDENDUM is entered into this 20th day of June, 2018,

BY AND BETWEEN

THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the "City"); and

DEAL LAKE DOCK COMPANY, a corporation of the State of New Jersey, having its principal office located at 1101 5th Avenue, Asbury Park, New Jersey 07712 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, on July 25, 2017, the parties entered into an Agreement Authorizing the Operation of a Seasonal Concession to Provide for the Rental of Stand-up Paddle Boards, Kayaks and/or other Recreational Devices to the Public in a Designated Area of the Deal Lake in the City of Asbury Park, New Jersey (hereinafter the "Agreement"); and

WHEREAS, pursuant to Paragraph 15 of the Agreement, payment of the annual contract amount is required to be made by the Contractor to the City on or before March 1st of each year covered by the Agreement; and

WHEREAS, the Contractor has requested that this provision be modified so as to allow it to make the annual payments for 2018 and 2019 in equal installments of \$1,000.00 each, with: 1) the 1st installment to be due on or before April 30th; 2) the 2nd installment to be due on or before May 31st and 3) the third/final installment to be due no later than June 30th; and

WHEREAS, the Contractor has also requested that the insurance provisions contained in Paragraph 18 of the Agreement be modified; and

WHEREAS, the Mayor and Council have considered these requests and are amenable to same.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. That Paragraph 15 of the Agreement is hereby modified to reflect the revised payment schedule referenced above for the years 2018 and 2019.
2. That Paragraph 18 of the Agreement is hereby modified to require the following insurance coverage amounts by the Contractor:
 - One Million Dollars (\$1,000,000.00) per occurrence;

- Two Million Dollars (\$2,000,000.00) aggregate; and
- One Million Dollars (\$1,000,000.00) umbrella.

These provisions shall supersede the amounts set forth in the first sentence of Paragraph 18. However, the remaining provisions of Paragraph 18 of the Agreement shall remain operative and in full force and effect.

3. That all other terms, conditions and requirements set forth in the Agreement shall remain operative and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

THE CITY OF ASBURY PARK

Cindy A. Dye, City Clerk

By: _____
Hon. John Moor, Mayor

WITNESS:

DEAL LAKE DOCK COMPANY

By: _____
Marilyn McGarvin, Owner

**RESOLUTION NO. 2018-246**

**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 \$1,265,492.73

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	\$ <u>1,265,492.73</u>
TOTAL VOUCHERS	\$ <u>1,265,492.73</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. 2018-246 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

June 21, 2018
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CITY OF ASBURY PARK
Bill List By Budget Account

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P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last 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: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

7-01-25-265-000-201	FIRE DEPT. General Plant					
JOHONT	JOHNNY ON THE SPOT	17-03887	Temp fencing	639.62	0.00	

7-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	17-03371	Blanket PO not to exceed	5,026.00	0.00	B
	Extd Total: FIRE DEPARTMENT			5,665.62		
	Department Total: FIRE DEPARTMENT			5,665.62		
	CAFR Total:			5,665.62		

Department: STREETS & ROADS MAINTENANCE
Extd: STREETS & ROADS MAINTENANCE

7-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
AHHOFF	A.H. HOFFMANN,LLC	17-02747	Quote: Annual Fueling Testing	1,080.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			1,080.00		
	Department Total: STREETS & ROADS MAINTENANCE			1,080.00		
	CAFR Total:			1,080.00		
	Fund Total: CURRENT			6,745.62		

Fund: SEWER UTILITY: BUDGET:
Department: SEWER UTILITY O/E: OTHER EXPENSES:
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AHHOFF	A.H. HOFFMANN,LLC	17-02749	Quote:Annual Generator Testing	980.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			980.00		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			980.00		
	CAFR Total:			980.00		
	Fund Total: SEWER UTILITY: BUDGET:			980.00		
	Year Total:			7,725.62		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
SHORIT	SAKER SHOP RITE, INC.	18-00480	Black History Month supplies	64.94	0.00	B
INTNEI	INTERFAITH NEIGHBORS,INC.	18-01752	food for fashion show	665.00	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-201	ADMINISTRATION General Plant		Continued			
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-01837	Services for 4-12 to 5-9-2018	49.71	0.00	
				779.65		
8-01-20-100-000-209	ADMINISTRATION Fees					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-01857	Mattison Red. & 545 Lake Ave.	1,225.00	0.00	
	Extd Total: ADMINISTRATION			2,004.65		
	Department Total: ADMINISTRATION			2,004.65		
Department: HUMAN RESOURCES						
Extd: HUMAN RESOURCES						
8-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	18-01885	services for May 2018	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
8-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
RRDONN	RR DONNELLEY	18-01898	Reg -42A	294.00	0.00	
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER	18-01929	coaster inv. 51268	65.88	0.00	
THECOA	THE NEW COASTER	18-01990	inv. 51303	49.96	0.00	
ASBPAK	ASBURY PARK PRESS	18-01991	inv. 2955330	119.70	0.00	
				235.54		
8-01-20-120-000-292	MUNIC CLERK Elections					
RELGRA	RELIANCE GRAPHICS, INC.	18-01913	primary election printing	3,384.00	0.00	
	Extd Total: MUNICIPAL CLERK			3,913.54		
	Department Total: MUNICIPAL CLERK			3,913.54		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
8-01-20-130-000-201	FINANCE General Plant					
FPMAIL	Francotyp Postalia Inc.	18-01744	FP MAIL PO# 430	225.00	0.00	
JOYSYS	Joy Systems Inc.	18-01933	Q #2018Q022 LAPTOP FOR TRACY	245.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02023	ACCOUNT #014764 MAY 2018	68.73	0.00	
MARBUS	MARLIN BUSINESS BANK	18-02143	CONTRACT #401-1474010-002	339.50	0.00	B
				878.23		
8-01-20-130-000-202	FINANCE Office Supplies					
CCHINC	CCH INCORPORATED	18-01463	INV #4803554986 2018 PAYROLL	632.00	0.00	
WBMASON	W.B.MASON CO., INC.	18-01848	WBM20030 30% RECYCLED PAPER	559.90	0.00	
				1,191.90		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-130-000-204	FINANCE Outside Services					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	18-01982	Invoice 53118 fees	6,266.79	0.00	
8-01-20-130-000-209	FINANCE Fees					
NJDOPP	Civil Service Commission	18-02136	Review fee	20.00	0.00	
8-01-20-130-000-212	FINANCE Dues,Subscript.					
GOVPUR	GOVERNMENTAL PURCHASING ASS'N	18-02042	2018 MEMBERSHIP DUES FOR	100.00	0.00	
8-01-20-130-000-222	FINANCE Training					
JPMUN	JPMONZO MUNICIPAL CONSULTING	18-01897	SALT WEBINAR JUNE 19, 2018	40.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				8,496.92		
Department Total: FINANCIAL ADMINISTRATION				8,496.92		
Department: AUDIT SERVICES						
Extd: AUDIT SERVICES						
8-01-20-135-000-218	AUDIT SERVICES Contract Services					
WISCOM	WISS & COMPANY, LLP	18-02034	inv 177778 2017 Audit	49,000.00	0.00	
Extd Total: AUDIT SERVICES				49,000.00		
Department Total: AUDIT SERVICES				49,000.00		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-222	TAX REV ADMIN Training					
MONTAX	MONMOUTH/OCEAN TCTA	18-02082	SCHOLARSHIP SEMINAR 2018	29.00	0.00	
MONTAX	MONMOUTH/OCEAN TCTA	18-02083	SCHOLARSHIP SEMINAR 2018 B.H.	29.00	0.00	
				58.00		
8-01-20-145-000-248	TAX REV ADMIN Postage					
CMRSFP	CMRS-FP	18-02146	2018 Tax Billing Postage	2,050.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				2,108.00		
Department Total: TAX REVENUE ADMINISTRATION				2,108.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
8-01-20-150-000-209	TAX ASSESSOR Fees					
BRBVAL	BRB VALUATION & CONSULTING SVC	18-01836	BRB Valuation May 2018	1,000.00	0.00	
Extd Total: TAX ASSESSOR				1,000.00		
Department Total: TAX ASSESSOR				1,000.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
STAPLE	STAPLES ADVANTAGE	18-01769	Staples Order	278.42	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				278.42		
Department Total: DIRECTOR OF COMMUNICATIONS				278.42		
Department: CABLE TV ADVISORY COMMITTEE Extd: CABLE TV ADVISORY COMMITTEE						
8-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
LINCOR	LINKEDIN CORPORATION	18-00576	Annual Renewal lyndraPro	1,750.00	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				1,750.00		
Department Total: CABLE TV ADVISORY COMMITTEE				1,750.00		
Department: ENGINEERING SERVICES Extd: ENGINEERING SERVICES						
8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	18-01918	LAF345547 General Engineering	2,437.50	0.00	
FREPAR	FRENCH & PARRELLO	18-01943	Invoice for May 2018	1,015.00	0.00	
				3,452.50		
Extd Total: ENGINEERING SERVICES				3,452.50		
Department Total: ENGINEERING SERVICES				3,452.50		
CAFR Total:				78,004.03		
Department: Planning Department Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
NJGRAV	NEW JERSEY GRAVEL AND SAND	18-01562	Art Park Dirt	389.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	18-01925	Art Park Standard Supply 2	421.99	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	18-01926	Art Park water service	157.48	0.00	
				968.47		
Extd Total: Planning Department				968.47		
Department Total: Planning Department				968.47		
CAFR Total:				968.47		
Department: CODE ENFORCEMENT AND ADMIN. Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
DELCOM	DELL MARKETING L.P.	18-01730	OptiPlex 3050 Small Form facto	869.57	0.00	
Extd Total: CODE ENFORCEMENT AND ADMIN.				869.57		
Department Total: CODE ENFORCEMENT AND ADMIN.				869.57		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
GRAING GRAINGER	18-01678 Equipment			66.97	0.00	
Extd Total: CONSTRUCTION CODE OFFICIAL				66.97		
Department Total: CONSTRUCTION CODE OFFICIAL				66.97		
CAFR Total:				936.54		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
8-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA COMPANIES, INC.	18-02102 May 2018 Billing Statement			12,246.69	0.00	
Extd Total: LIABILITY INSURANCE				12,246.69		
Department Total: LIABILITY INSURANCE				12,246.69		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
8-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA COMPANIES, INC.	18-02102 May 2018 Billing Statement			56,449.45	0.00	
Extd Total: WORKER'S COMPENSATION				56,449.45		
Department Total: WORKER'S COMPENSATION				56,449.45		
CAFR Total:				68,696.14		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
AMEUNI AMERICAN UNIFORM & SUPPLY	18-01679 (5) Breast Badges & (5) Hat			574.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	18-01770 #10619 Caarbonless Forms			1,302.00	0.00	
ALPPIN ALPINE PINNACLE INC.	18-01812 #0226 Uniseal High Risk PF			909.30	0.00	
THEHAR THE HARDWARE STORE	18-02003 #1127897,1234754,1236947,			27.79	0.00	
				2,813.09		
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO.	18-00198 Blanket Tire Repair			395.91	0.00	B
NATPAR NATIONAL PARTS SUPPLY, INC.	18-01509 Blanket Car Repairs			230.88	0.00	B
RICAUT RICH'S AUTO BODY	18-02000 #10832 Towed 2013 Hyundai for			20.00	0.00	
				646.79		
8-01-25-240-000-205	POLICE Animal Control Services					
SPCA SPCA	18-01693 #2014878 Animal Control			4,700.00	0.00	
8-01-25-240-000-218	POLICE Contract Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION	18-01692 #3466020518 Contract# 18726			515.72	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	18-01694 #M58243 Mobile Data Contract			1,220.00	0.00	
XERCOR XEROX CORPORATION	18-01945 #0093453999 Meter Usage 4/21 -			161.80	0.00	
VERIZON VERIZON WIRELESS	18-01946 #9807496264 Current Charges			834.32	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-240-000-218	POLICE Contract.Serv.		Continued			
CABLE	CABLEVISION OF NYC	18-02063	#07866-182313 Current Charges	171.38	0.00	
				2,903.22		
8-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00415	Police Professionalism 5/29/18	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00423	Reality Based Street Fighting	50.00	0.00	
				75.00		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-01768	Blanket Prisoner Meals May	41.43	0.00	B
	Extd Total: POLICE DEPARTMENT			11,179.53		
	Department Total: POLICE DEPARTMENT			11,179.53		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
NJCHIE	NJ CAREER FIRE CHIEFS ASSOC.	18-00382	2018 member registration	375.00	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN, LLC	18-01886	SERVICE PARTS WASHER	403.99	0.00	
AIRUSA	AIRGAS USA, LLC	18-01899	Inv 9952934806 med O2	40.53	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	18-01954	Extinguisher Service/Maint	83.96	0.00	
				903.48		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01025	Blanket PO (DPW repairs)	25.06	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01189	Oil changes for all diesel veh	523.00	0.00	
				548.06		
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	18-01828	New Hire Uniform (McCredie)	1,486.50	0.00	
8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF	TEAM LIFE	18-01754	Quote #5395 AED Defibs	2,990.00	0.00	
8-01-25-265-000-253	FIRE DEPT. Unif.FireSafety					
TRESTAP	TREASURER, STATE OF NJ	18-01914	Fire Ofc Recert (#142972)Gates	45.00	0.00	
	Extd Total: FIRE DEPARTMENT			5,973.04		
Extd: FIRE HYDRANT						
8-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-02043	ACCT #1018-210026567043 2/2018	16,190.90	0.00	
	Extd Total: FIRE HYDRANT			16,190.90		
	Department Total: FIRE DEPARTMENT			22,163.94		
	CAFR Total:			33,343.47		

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Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD	General Plant				
THEHAR	THE HARDWARE STORE	18-00139	Various Tools, Material, etc	124.60	0.00	B
CLABLO	CLAYTON BLOCK CO.	18-00217	Various Material, Tools, etc	456.10	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	219.19	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	18-00372	Various Supplies, Tools, etc	225.00	0.00	B
GRAING	GRAINGER	18-00377	Various Supplies, Tools, etc	54.20	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00473	Various Supplies, Tools, etc	45.49	0.00	B
JOHGUI	JOHN GUIRE CO.	18-00787	Various Supplies, Tools, etc	390.26	0.00	B
INTTRA	INTELLIGENT TRAFFIC SUPPLY	18-01348	Q# 5437 4-Way Traffic Signal	1,815.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	18-01888	#10492897 CDX 4-PLY Lumber	616.25	0.00	
ROBBIA	ROBERT BIANCHINI	18-01951	Reimbursement for Lodging	106.42	0.00	
MANLUC	MANNY LUCAS	18-01952	Reimbursement for Lodging	106.42	0.00	
				<u>4,158.93</u>		
8-01-26-290-000-202	STREETS & ROAD	Office Supplies				
STAPLE	STAPLES ADVANTAGE	18-00584	Various Office Supplies	643.55	0.00	B
8-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
ALLDIE	ALLIED DIESEL SERVICE CORP.	18-00148	Various Material, Parts, etc	687.35	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	18-00149	Service, Material, Tools, etc	88.40	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	18-00152	Various Material, Parts, etc	71.47	0.00	B
THEHOS	THE HOSE SHOP	18-00596	Various Supplies, Tools, etc	122.64	0.00	B
EDWTIR	EDWARDS TIRE CO.	18-00788	Services, Material, Tools, etc	135.00	0.00	B
TRIS	TRIS, INC.	18-01081	Various Material, Parts, etc	280.17	0.00	B
JOHGUI	JOHN GUIRE CO.	18-01317	Various Supplies, Tools, etc	245.13	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	1,075.43	0.00	B
SEAWEL	SEABOARD WELDING SUPPLY, INC.	18-01656	Various Supplies & Service	83.25	0.00	B
ALLDIE	ALLIED DIESEL SERVICE CORP.	18-01867	Quote for Gasket, Seal, etc	1,685.65	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-01968	Q# 1183 Radiator, Gasket, etc	2,058.33	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01977	Quote: WolfHead 5w20 Syn Blend	420.00	0.00	
				<u>6,952.82</u>		
8-01-26-290-000-211	STREETS & ROAD	Traffic				
CLABLO	CLAYTON BLOCK CO.	18-00223	Concrete, Material, Tools, etc	206.60	0.00	B
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	110.54	0.00	B
				<u>317.14</u>		
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
CABLE	CABLEVISION OF NYC	18-02025	Account No. 07866-183188-01-1	28.12	0.00	
8-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
TOMPIV	TOM PIVINSKI	18-01969	REIMB. SHADE TREE SUPPLIES	300.55	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				12,401.11		
Department Total: STREETS & ROADS MAINTENANCE				12,401.11		

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Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	18-01786	Construction Debris/Bulk	7,879.77	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-01940	#136511 Tipping Fees 5/16-31	36,017.63	0.00	
				43,897.40		
8-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	18-01877	#136247 Monthly Service - June	36,333.33	0.00	
	Extd Total: SOLID WASTE COLLECTION			80,230.73		
	Department Total: SOLID WASTE COLLECTION			80,230.73		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND General Plant					
STASUP	STANDARD SUPPLY CO. INC.	18-00373	Various Supplies, Tools, etc	18.99	0.00	B
VERITIV	VERITIV OPERATING COMPANY	18-01605	Quote for Custodial Supplies	2,338.13	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	18-01936	#s110603761 Sweep Elbow, etc	28.71	0.00	
				2,385.83		
8-01-26-310-000-218	BUILDING & GND Contract.Serv.					
VERITIV	VERITIV OPERATING COMPANY	18-01604	Quote for Custodial Supplies	1,043.46	0.00	
	Extd Total: BUILDINGS & GROUNDS			3,429.29		
	Department Total: BUILDINGS & GROUNDS			3,429.29		
	CAFR Total:			96,061.13		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-201	SOCIAL SERVICES General Plant					
DELCOM	DELL MARKETING L.P.	18-01418	Computer	869.57	0.00	
	Extd Total: SOCIAL SERVICES:			869.57		
	Department Total: SOCIAL SERVICES:			869.57		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER General Plant					
STAPLE	STAPLES ADVANTAGE	18-01767	MaintCleaningProduct&Bathroom	128.26	0.00	
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	18-01853	AtlantSecurity&Fire Qtr Monito	98.85	0.00	
				227.11		
8-01-27-350-000-299	SENIOR CENTER Misc.					
THECOM	THE COMMUNITY YMCA	18-00097	YMCA 1st Qtr Swim Aerobic	475.00	0.00	B
FRASCA	FRANCIS H. SCALESSA	18-01224	Quo Yoga 2nd Qtr	175.00	0.00	B
STAPLE	STAPLES ADVANTAGE	18-01660	Office Supplies	184.36	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-27-350-000-299	SENIOR CENTER Misc.		Continued			
STAPLE STAPLES ADVANTAGE		18-01724	Staple Party Supplies	90.90	0.00	
				925.26		
	Extd Total: SENIOR CENTER			1,152.37		
	Department Total: SENIOR CENTER			1,152.37		
	CAFR Total:			2,021.94		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION Misc.					
CRAPRI CRAFTMASTER PRINTING, INC.		18-01687	kendle's fashion show tickets	63.00	0.00	
STAPLE STAPLES ADVANTAGE		18-01784	supplies	107.28	0.00	
ADPIMP ADPRO IMPRINTS		18-01847	waterpark employee shirts	558.30	0.00	
				728.58		
	Extd Total: RECREATION SERVICES & PROGRAM			728.58		
	Department Total: RECREATION SERVICES & PROGRAM			728.58		
	CAFR Total:			728.58		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.		18-01987	ACCT #1018-220024273714	1,376.16	0.00	
NJAMER N.J. AMERICAN WATER CO.		18-02044	ACCT #1018-210026234022	3,863.51	0.00	
				5,239.67		
	Extd Total: LIGHT, HEAT & POWER			5,239.67		
	Department Total: LIGHTING			5,239.67		
Department: TELEPHONE						
Extd: TELEPHONE						
8-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS		18-02022	Fios Acct #152-069-551-0001-78	129.99	0.00	
	Extd Total: TELEPHONE			129.99		
	Department Total: TELEPHONE			129.99		
Department: GASOLINE						
Extd: GASOLINE						
8-01-31-460-000-299	GASOLINE Misc.					
ALLOIL ALLIED OIL, LLC		18-01570	Diesel Fuel, Delivered	1,430.90	0.00	B
ALLOIL ALLIED OIL, LLC		18-01876	#1085760 Unleaded Fuel 5/24	9,187.60	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-31-460-000-299	GASOLINE Misc.		Continued			
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	18-01937	#1115561 Diesel Fuel 5/30	1,407.60	0.00	
				12,026.10		
	Extd Total: GASOLINE			12,026.10		
	Department Total: GASOLINE			12,026.10		
	CAFR Total:			17,395.76		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
8-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	18-01824	Invoice #13858 Services	120.00	0.00	
BEACRA	BEATRIZ C. CRANEY	18-01868	interpreter 5/18/18,5/24,5/25	540.00	0.00	
				660.00		
	Extd Total: MUNICIPAL COURT			660.00		
	Department Total: MUNICIPAL COURT			660.00		
	CAFR Total:			660.00		
8-01-44-902-003-299	Road Improvements					
STAVOLA	STAVOLA COMPANIES	18-01742	ASPHALT 200 BLOCK 6TH & 7TH	31,074.67	0.00	
COUNTYM	COUNTY OF MONMOUTH	18-01911	I Asbury Park 001-18-1	19,543.43	0.00	
				50,618.10		
	Extd Total:			50,618.10		
	Department Total:			50,618.10		
	CAFR Total:			50,618.10		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
8-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
PATPATT	PATRICIA PATTON	18-01988	Refund of 2017 fee	100.00	0.00	
	Extd Total: TAXES PAYABLE:			100.00		
	Department Total: TAXES PAYABLE:			100.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			100.00		
	Fund Total: CURRENT			349,534.16		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	18-00340	Various Supplies, Tools, etc	624.74	0.00	B
GRAING	GRAINGER	18-00378	Various Supplies, Tools, etc	1,245.17	0.00	B
JERCAP	JERSEY CAPE DIAGNOSTICS	18-01164	2018 Seasonal Beach Tags	1,710.00	0.00	
STAPLE	STAPLES ADVANTAGE	18-01801	Beachfront Office Supplies	223.20	0.00	
STASUP	STANDARD SUPPLY CO. INC.	18-01880	#10492873 Pull Chain, etc 5/30	575.64	0.00	
DELDEM	DELISA DEMOLITION, INC.	18-02028	#136615 MCRC Trash	1,029.28	0.00	

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8-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
CABLE CABLEVISION OF NYC		18-02144	Account No. 07866-197754-01-4	157.42	0.00	
				5,565.45		
8-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		18-02141	100 013 520 380 6/18-7/3/18	217.45	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,782.90		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,782.90		
	CAFR Total:			5,782.90		
	Fund Total: BEACH			5,782.90		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
IPSGRO IPS GROUP, INC.		18-00259	#9667 Battery Charger - Meters	620.00	0.00	
ASBPAK ASBURY PARK PRESS		18-01163	#0002799916 Legal Notice RFP	97.70	0.00	
IPSGRO IPS GROUP, INC.		18-01169	#9515 Removal of Old Meters	1,400.00	0.00	
KMOORE K.MOOREA CO., LLC		18-01766	#11993 Digital Sign Repair	733.75	0.00	
CLAPRI CLAYTON PRINTING, LLC		18-01800	1100 Emergency No-Parking Sign	739.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		18-01864	Additional Zone 1 Permits(200)	555.40	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		18-01887	#113125 April 2018 - Parking	40.95	0.00	
NATPAR NATIONAL PARTS SUPPLY, INC.		18-01944	#14-11847,14-12090,14-12305,	392.34	0.00	
CABLE CABLEVISION OF NYC		18-02104	#07866-196915-01-3 June 2018	117.54	0.00	
				4,696.68		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			4,696.68		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			4,696.68		
	CAFR Total:			4,696.68		
	Fund Total: PARKING UTILITY: BUDGET:			4,696.68		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
USABLU USA BLUEBOOK		18-00162	Various Materials, Tools, etc	1,045.82	0.00	B
GRAING GRAINGER		18-00167	Various Material, Tools, etc	23.99	0.00	B
JEMIND JEM INDUSTRIAL SERVICES, INC.		18-00168	Various Industrial Supplies	1,192.50	0.00	B
WINCOR WINZER CORPORATION		18-01787	Q# 01173 Nuts, Blades, etc	1,186.90	0.00	
				3,449.21		
8-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREDEP TREASURER-STATE NJ - NJDEP		18-02091	PROGRAM ID 46081 INV 180512970	44,201.27	0.00	
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER N.J. AMERICAN WATER CO.		18-01987	ACCT #1018-220024273714	5,624.85	0.00	
NJAMER N.J. AMERICAN WATER CO.		18-02044	ACCT #1018-210026234022	125.40	0.00	
				5,750.25		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	18-00132	Account #128688 Tank Unit Svcs	464.69	0.00	B
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	18-01288	#15056304 Tank Unit, 35 Gal	451.65	0.00	
ANSWER	ANSERCOMM	18-01924	#M4541-052818 Answering Svcs	148.40	0.00	
STATEOF	STATE OF NJ DEPT. OF LABOR &	18-02131	#113557 Boiler Inspection Fee	440.00	0.00	
CABLE	CABLEVISION OF NYC	18-02147	Account No. 07866-152521-04-4	100.55	0.00	
				1,605.29		
8-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	18-02038	Usage data 4000146861 06/12/18	389.54	0.00	
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	18-01811	#515061 Sludge Disposal	12,580.00	0.00	
8-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
MIRCHE	MIRACLE CHEMICAL CO.	18-01851	#29307 Sodium Hypochlorite	3,114.00	0.00	
8-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA	GARDEN STATE LABORATORIES,INC.	18-01850	#320041 Influent/Effluent, etc	1,935.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			73,024.56		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			73,024.56		
	CAFR Total:			73,024.56		
	Fund Total: SEWER UTILITY: BUDGET:			73,024.56		
	Year Total:			433,038.30		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-002	4th Avenue Improvements					
LUCBRO	LUCUS BROTHERS,INC.	17-01558	Fourth Ave. Improvements	720,387.99	0.00	B
	Extd Total: Ord. 2016-28 4th Ave. Improvements			720,387.99		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-004	Various Public Works Improvements					
JCCON	JC CONTRACTING, INC.	18-00807	Contract for Traffic light	46,645.55	0.00	B
	Extd Total: 2017 Various Capital Improvements			46,645.55		
	Department Total:			767,033.54		
	CAFR Total:			767,033.54		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			767,033.54		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER CAPITAL FUND BUDGET:						
Extd: Various Sewer Improvements 2017-29						
C-08-55-527-017-002	Var. Sewer Improvements 2017-29					
LUCCON	LUCAS CONSTRUCTION GROUP	17-04071	Resolution 2017-356	10,725.12	0.00	B
	Extd Total: Various Sewer Improvements 2017-29			10,725.12		
	Department Total:			10,725.12		
	CAFR Total:			10,725.12		
	Fund Total: SEWER CAPITAL FUND BUDGET:			10,725.12		
	Year Total:			777,758.66		
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-211	Clean Communities 2016					
YVOADA	YVONNE ADAMS	18-01953	Overnight Travel Reimbursement	177.67	0.00	
	Extd Total:			177.67		
G-02-43-871-017-200	2017 Mental Health Grant					
HOMDRU	HOME DRUG	17-04094	Medication Assitance Blanket	4.00	0.00	B
CLAPRI	CLAYTON PRINTING, LLC	17-04292	Printing forms, envelopes	205.00	0.00	B
				209.00		
	Extd Total:			209.00		
	Department Total:			386.67		
G-02-43-886-018-200	2018 Mental Health Grant					
DOUSCH	DOUGLAS SCHULTZ	18-01835	LCADC License	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
	CAFR Total:			636.67		
	Fund Total: GRANT FUND BUDGET:			636.67		
	Year Total:			636.67		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	18-01989	May Dog Report 2018	19.20	0.00	
	Extd Total:			19.20		
	Department Total:			19.20		
	CAFR Total:			19.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			19.20		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-74-850-850-801	2017 CDBG - ADMINISTRATION					
STAPLE	STAPLES ADVANTAGE	18-01832	Office Supplies	136.18	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-74-850-850-802	2017 CDBG - HOMELESSNESS PREVENTION					
NJNG	N.J. NATURAL GAS CO.	18-01931	22-0012-4222-43	400.00	0.00	
NJNG	N.J. NATURAL GAS CO.	18-02035	22-0014-1181-65	400.00	0.00	
NJNG	N.J. NATURAL GAS CO.	18-02037	22-0016-4183-13	296.50	0.00	
NJNG	N.J. NATURAL GAS CO.	18-02073	22-0015-2617-21	400.00	0.00	
JCP	JCP&L	18-02149	100 123 637 074	300.00	0.00	
				1,796.50		
T-17-74-850-850-807	2017 CDBG - FIRE EQUIPMENT					
SKYEQU	SKYLANDS AREA FIRE EQUIPMENT	18-01019	fire equipment	26,100.00	0.00	
	Extd Total:			28,032.68		
	Department Total:			28,032.68		
	CAFR Total:			28,032.68		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			28,032.68		
Fund:	TRUST OTHER					
T-20-56-850-903-801	Reserve for Shade Tree					
CICFAR	CICCONI FARMS, INC.	18-01831	INV#SB-2375: PLANTS	135.80	0.00	
	Extd Total:			135.80		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-01685	PREMIUM	6,600.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-01686	3603/9.16 17-00307 Premium	600.00	0.00	
EONGRO	EONE GROUP, LLC	18-01757	PREMIUM TSC-17-00145	100.00	0.00	
AUCZIN	AUCTION Z, INC.	18-01845	PREMIUMS	2,000.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-01955	PREMIUM TSC-17-00026	5,500.00	0.00	
				14,800.00		
	Extd Total:			14,800.00		
	Department Total:			14,935.80		
	CAFR Total:			14,935.80		
	Fund Total: TRUST OTHER			14,935.80		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
ASBPAK	ASBURY PARK PRESS	18-02087	Publication 6.2.18-PB 208 main	54.80	0.00	
	Extd Total:			54.80		
	Department Total:			54.80		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
INSENG	INSITE ENGINEERING	18-01849	Inv.19076 PB-545 Lake Ave	1,000.00	0.00	
	Extd Total:			1,000.00		
	Department Total:			1,000.00		

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Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)					
INSENG	INSITE ENGINEERING	18-01849	Inv.19076 PB-545 Lake Ave	1,986.00	0.00	
	Extd Total:			1,986.00		
	Department Total:			1,986.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			3,040.80		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			3,040.80		
	Year Total:			46,028.48		
Total Charged Lines: 297 Total List Amount: 1,265,187.73 Total Void Amount:				0.00		

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CITY OF ASBURY PARK
Bill List By Budget Account

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	7-01	6,745.62	0.00	6,745.62	0.00	0.00	6,745.62
SEWER UTILITY: BU 7-07		980.00	0.00	980.00	0.00	0.00	980.00
Year Total:		7,725.62	0.00	7,725.62	0.00	0.00	7,725.62
CURRENT	8-01	349,114.16	420.00	349,534.16	0.00	0.00	349,534.16
BEACH	8-05	5,782.90	0.00	5,782.90	0.00	0.00	5,782.90
PARKING UTILITY: 8-06		4,696.68	0.00	4,696.68	0.00	0.00	4,696.68
SEWER UTILITY: BU 8-07		73,024.56	0.00	73,024.56	0.00	0.00	73,024.56
Year Total:		432,618.30	420.00	433,038.30	0.00	0.00	433,038.30
GENERAL CAPITAL F C-04		767,033.54	0.00	767,033.54	0.00	0.00	767,033.54
SEWER CAPITAL FUN C-08		10,725.12	0.00	10,725.12	0.00	0.00	10,725.12
Year Total:		777,758.66	0.00	777,758.66	0.00	0.00	777,758.66
GRANT FUND BUDGET G-02		636.67	0.00	636.67	0.00	0.00	636.67
ANIMAL CONTROL FU T-12		19.20	0.00	19.20	0.00	0.00	19.20
COMMUNITY DEVELOP T-17		28,032.68	0.00	28,032.68	0.00	0.00	28,032.68
TRUST OTHER T-20		14,935.80	0.00	14,935.80	0.00	0.00	14,935.80
PLANNING & ZONING T-21		3,040.80	0.00	3,040.80	0.00	0.00	3,040.80
Year Total:		46,028.48	0.00	46,028.48	0.00	0.00	46,028.48
Total Of All Funds:		1,264,767.73	420.00	1,265,187.73	0.00	0.00	1,265,187.73

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June 27, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,264,767.73
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Kareem Brinson	350.00
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Odson Pierre-Louis	200.00
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Arlan Feiles	175.00
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\$ 1,265,492.73



RESOLUTION NO. 2018-247

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

RESOLUTION APPOINTING LAND USE ATTORNEY

WHEREAS, the City of Asbury Park has a need to engage the services of a Land Use Attorney for the year 2018, to provide services as per N.J.S.A. 2B:24-6 et. al.; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall go into effect June 14, 2018; and

WHEREAS, the CFO has verified that funds exist for this activity in account 8-01-21-179-000-201; and

WHEREAS, the City of Asbury Park advertised for the submission of “Requests for Qualifications” (“RFQ”) at least 10 days in advance of the opening of such qualifications in accordance with the aforesaid law; and

WHEREAS, the request for RFQ(s) was closed and the proposals that were received were read aloud as of 11:45 a.m. on June 6, 2018; and

WHEREAS, the proposals and qualifications have been reviewed by the Purchasing Agent who considered experience and reputation in the field; the professional’s knowledge of the City of Asbury Park; the availability to accommodate any meeting; and other factors deemed to be in the best interest of City of Asbury Park; and

WHEREAS, following said review, the City Council wishes to appoint the Ventura, Miesowicz, Keough & Warner the professional service contract to provide land use counsel services at the hourly rate of \$150.00 for attorney time, \$75.00 for paraprofessional time and \$15.00 for clerical time, for the remainder of the year 2018.

NOW, THEREFORE, BE IT RESOLVED that the award of the contract for Land Use

Attorney is hereby made to Ventura, Miesowitz, Keough & Warner, at the hourly rate of \$150.00 for attorney time, \$75.00 for paraprofessional time and \$15.00 for clerical time, for the remainder of the year 2018.

BE IT FURTHER RESOLVED that the contract shall commence effective June 14, 2018.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

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. 2018-247 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-248

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

RESOLUTION APPOINTING ALTERNATE CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Prosecutor for the year 2018, to provide services as per N.J.S.A. 2B:25-5 et. al., on an as-needed basis; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall go into effect January 1, 2018 through December 31, 2018; and

WHEREAS, the CFO has verified that funds exist for this activity in account 8-01-25-275-000-202; and

WHEREAS, this contract is being awarded under non-fair and open; and

WHEREAS, following said review, the City Council wishes to appoint the firm of Grace, Marmero, & Associates, LLP to the professional service contract to provide alternate prosecutor services in the amount of \$150.00 per hour, for the remainder of the year 2018.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate prosecutor services is hereby made to the firm of Grace, Marmero, & Associates, LLP, in the amount of \$150.00 per hour, for the remainder of the year 2018.

BE IT FURTHER RESOLVED that this contract shall commence effective January 1, 2018 through December 31, 2018.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all

documents associated with the contract.

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. 2018-248 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

CONTRACT NUMBER:**AGREEMENT BETWEEN****CITY OF ASBURY PARK****AND****GRACE, MARMERO, & ASSOCIATES, LLP
(CONFLICT PROSECUTOR)**

This agreement, entered into as of this ____ day of _____, 2018, by and between City of Asbury Park, a public body corporate and politic of the State of New Jersey, hereinafter designated as "CITY" and GRACE, MARMERO, & ASSOCIATES, LLP, with an address of 44 Euclid Street, Woodbury, New Jersey, hereinafter designated as "Conflict Prosecutor".

Whereas, City requests the services of an Conflict Prosecutor for the period January 1, 2018, through December 31, 2018; and,

Whereas, Conflict Prosecutor represents to City that Conflict Prosecutor is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, City, in reliance upon Conflict Prosecutor's representations; desires to engage Conflict Prosecutor to perform services for City.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

1.1 Conflict Prosecutor shall, in a professional manner, provide the following services:

- A. Prosecute on behalf of the State or the City of Asbury Park any and all cases to be tried before the Municipal Judge whenever requested to do so by the Judge, the City Council, the Mayor, the City Attorney or the Chief of Police of the City of Asbury Park and any and all matters that are properly brought before the Municipal Court of the City of Asbury Park and shall assume any and all duties as may from time to time be assigned to the office of the Municipal Conflict Prosecutor;
- B. Meet with the police officers and complainants at such times and places that are deemed appropriate to properly prepare for the presentation of cases in the municipal court and shall also respond to inquiries from the police officers of the City during regular business hours and also during hours other than normal business hours for emergency advice;

Attachment: 2018 Conflict Prosecutor contract (2018-248 : Appointing Alternate City Prosecutor)

C. Such other services as may be necessary, proper or beneficial to the City in connection with any of the foregoing.

- 1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

2.0 COMPENSATION

- 2.1 The City agrees to pay to the Conflict Prosecutor, upon presentation of appropriate vouchers, all charges for services rendered. The Conflict Prosecutor may, at his discretion, present vouchers, from time to time, as the work progresses. All charges for tasks listed in 1.1 above shall be billed per Court session worked, at the rate of \$150.00 per hour.
- 2.2 Payment for all services rendered shall be on a monthly basis. Conflict Prosecutor shall submit vouchers for work performed on the voucher forms supplied by City and shall, as necessary, attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by City. Payment shall be made by City within 45 days of receipt of properly executed original voucher if voucher is received at least 2 days prior to City's regularly scheduled monthly meeting.
- 2.3 It shall be City's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Conflict Prosecutor. In exercising this right, City shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.
- 2.4 Acceptance of final payment by Conflict Prosecutor for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against City or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.

3.0 INDEMNIFICATION AND LIABILITY INSURANCE

- 3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

- 3.2 As further assurance to City, but not in any way limiting Conflict Prosecutor's liability for indemnification, Conflict Prosecutor shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Conflict Prosecutor for public liability in an amount not less than \$1,000,000.

Conflict Prosecutor shall supply City with a certificate evidencing coverage and shall from time to time provide City with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

5.0 TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by City on ninety (90) days written notice to Conflict Prosecutor without cause, or by a mutual written agreement of the parties, or by City on thirty (30) days written notice to the Conflict Prosecutor in the event of substantial failure by the Conflict Prosecutor to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Conflict Prosecutor shall be paid in accordance with the provisions of Section 2.0 above.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 During the course of this contract, firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract-compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

7.0 AMERICANS WITH DISABILITY ACT OF 1990

- 7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and

employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9.0 DELEGATION OF DUTIES

- 9.1 Neither City nor Conflict Prosecutor shall delegate its duties in this Agreement without the written consent of the other party.

10.0 EXTENT OF AGREEMENT

- 10.1 This Agreement represents the entire Agreement between City and Conflict Prosecutor and supersedes all prior negotiations, representations or agreements, either written or oral for this project.

11.0 GOVERNING LAW

- 11.1 The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

12.0 EXPIRATION DATE

- 12.1 This Agreement shall be effective as of January 1, 2018, and shall terminate December 31, 2018, subject, however, to such budgetary appropriations by City as are required by law and subject to the right of prior termination as set forth in this Agreement.

13.0 FORCE MAJEURE

- 13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

- 14.1 Conflict Prosecutor is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if Solicitor receives contracts in excess of \$50,000 from public entities in a calendar year. It is Solicitor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- 15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

CONFLICT PROSECUTOR

NAME **GRACE, MARMERO, & ASSOCIATES, LLP**
 ADDRESS 44 Euclid Street
 Woodbury, NJ 08096

SIGNATURE _____

DATED 6/24/18

WITNESS OR ATTEST:

SIGNATURE _____

(Corporate Seal)

CIT OF ASBURY PARK

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

SIGNATURE _____

(Corporate Seal)



RESOLUTION NO. 2018-249

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

RESOLUTION APPROVING CHANGE ORDER #5 FOR FOURTH AVENUE IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on April 26, 2017 for Fourth Avenue Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million seven hundred forty two thousand and seven hundred and forty two dollars (\$1,742,742.00) and

WHEREAS, the project require Changer Orders #1 and 2 in the amount not to exceed zero dollars (\$0.00), which was approved via Resolution 2017-333; and

WHEREAS, the Change Order #3 for zero dollars and zero cents (\$0.00) was approved on May 23, 2018 Council meeting; and

WHEREAS, the Change Order #4 for twenty-two thousand, one hundred thirty seven dollars and fifty cents (\$22,137.50) was approved on May 23, 2018;

WHEREAS, the execution of Change Order Number 5 in the amount of thirteen thousand, six hundred eight dollars and fifty cents (\$13,608.50) will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding as the increase in the contract price is 2.05%; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-164-002 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 Mayor and State of New Jersey that this Change Order shall not exceed twenty thirteen thousand, six hundred eight dollars and fifty cents (\$13,608.50).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute

Change Order Number 4 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. 2018-249 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00750

June 18, 2018
(Via email)

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

**Re: City of Asbury Park
Fourth Avenue Improvements
Change Order Number 5**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 5 for processing at the next City Council meeting. This Change Order is due to additional milling and paving on Ridge Avenue per the attached recommended area sketch.

The net change in contract for **Change Order Number 5 is \$13,608.50 or 0.78% increase to the original contract amount, bringing the total change orders to date to \$35,743.00 or 2.05% increase to the original contract amount.**

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\00750\Correspondence\Capabianco_CAB-JDH_Change Order No 5.docx

Attachment: Capabianco_CAB-JDH_Change Order No 5 (2018-249 : Change Order #5 for Fourth Avenue Improvements)

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

SHEET NO. 1 OF 2
PROJECT NO. **ASPK-00750**

CHANGE ORDER NO. 5

DATE:

June 18, 2018

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

Items A11 and A14 are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
CHRISTINE A. BALLARD, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$13,608.50	XXXXXXXXXXXX
CONTRACTOR: Lucas Brothers, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$13,608.50	\$0.00
	NET CHANGE THIS CHANGE ORDER	\$13,608.50	
	PREVIOUS CHANGE ORDERS	\$292,984.90	\$270,850.40
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$306,593.40	\$270,850.40
	NET CHANGE IN CONTRACT	\$35,743.00	

ORIGINAL CONTRACT BID PRICE		\$1,742,742.00
CHANGE ORDERS TO DATE	2.05%	\$35,743.00
REVISED CONTRACT PRICE		\$1,778,485.00

CHANGE ORDER NO. 5

SHEET NO. 2 OF 2
PROJECT NO. **ASPK-00750**

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS					\$0.00

A. TOTAL REDUCTIONS

\$0.00

EXTRA	A11	HMA Milling, 3" or Less	1115.00 SY	\$2.90	\$3,233.50
	A14	HMA 9.5M64 Surface Course, 2" Thick	125.00 TON	\$83.00	\$10,375.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

B. TOTAL EXTRA

\$13,608.50

SUPPLEMENTARY					\$0.00

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: Capabianco_CAB-JDH_Change Order No 5 (2018-249 : Change Order #5 for Fourth Avenue Improvements)



RESOLUTION NO. 2018-250

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

RESOLUTION APPROVING CHANGE ORDER #9 FOR FOURTH AVENUE IMPROVEMENTS

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers, Inc. on April 26, 2017 for Fourth Avenue Improvements; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million seven hundred forty two thousand and seven hundred and forty two dollars (\$1,742,742.00) and

WHEREAS, the project require Changer Orders #1 and 2 in the amount not to exceed zero dollars (\$0.00), which was approved via Resolution 2017-333; and

WHEREAS, the Change Order #3 for zero dollars and zero cents (\$0.00) was approved on May 23, 2018 Council meeting; and

WHEREAS, the Change Order #4 for twenty-two thousand, one hundred thirty seven dollars and fifty cents (\$22,137.50) was approved on May 23, 2018;

WHEREAS, the Change Order #5 for twenty-two thousand, one hundred thirty seven dollars and fifty cents (\$22,137.50) was approved on June 27, 2018

WHEREAS, the execution of Change Order Number 6 in the amount of zero dollars and zero cents (\$0.00) will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding as the increase in the contract price is 2.05%; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-164-002 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 Mayor and State of New Jersey that this Change Order #6 shall not exceed zero

dollar dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 6 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. 2018-250 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00750

June 18, 2018
(Via email)

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

**Re: City of Asbury Park
Fourth Avenue Improvements
Change Order Number 6**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 6 for processing at the next City Council meeting. This Change Order is due to various reductions and increases to items to reflect as-built quantities.

The net change in contract for **Change Order Number 6 is \$0.00 or 0.00% increase to the original contract amount. Total change orders (1 thru 6) to date is \$35,743.00 or 2.05% increase to the original contract amount.**

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\00750\Correspondence\Capabianco_CAB-JDH_Change Order No 6.docx

Attachment: Capabianco_CAB-JDH_Change Order No 6 (2018-250 : Change Order #6 for Fourth Avenue Improvements)

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

SHEET NO. 1 OF 2
PROJECT NO. **ASPK-00750**

CHANGE ORDER NO. 6

DATE:

June 18, 2018

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
CHRISTINE A. BALLARD, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$175,359.50
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$175,359.50	XXXXXXXXXXXX
CONTRACTOR: Lucas Brothers, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$175,359.50	\$175,359.50
	NET CHANGE THIS CHANGE ORDER		\$0.00
	PREVIOUS CHANGE ORDERS	\$306,593.40	\$270,850.40
NOTE: All work to be done according to Contract Specifications.	TOTAL CHANGE ORDERS TO DATE	\$481,952.90	\$446,209.90
	NET CHANGE IN CONTRACT	\$35,743.00	

ORIGINAL CONTRACT BID PRICE		\$1,742,742.00
CHANGE ORDERS TO DATE	2.05%	\$35,743.00
REVISED CONTRACT PRICE		\$1,778,485.00

Attachment: Capabianco_CAB-JDH_Change Order No 6 (2018-250 : Change Order #6 for Fourth Avenue Improvements)

CHANGE ORDER NO. 6

SHEET NO. 2 OF 2
PROJECT NO. **ASPK-00750**

PROJECT:

Fourth Avenue Improvements

OWNER:

City of Asbury Park

CONTRACTOR:

Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
R E D U C T I O N	A1	Inlet Filter, Type 1	62.00	SF	\$0.01	\$0.62
	A9	Excavation, Test Pits	16.00	UN	\$430.00	\$6,880.00
	A10	DGA Base Course, 4" Thick (I&WD)	120.00	SY	\$14.00	\$1,680.00
	A11	HMA Milling, 3" or Less	1832.30	SY	\$2.90	\$5,313.67
	A12	Polymerized Joint Adhesive	6050.00	LF	\$0.01	\$60.50
	A14	HMA 9.5M64 Surface Course, 2" Thick	14.99	TON	\$83.00	\$1,244.17
	A15	HMA 19M64 Base Course, 4" Thick	33.47	TON	\$50.00	\$1,673.50
	A16	12" Ductile Iron Pipe, Class 52	30.00	LF	\$107.00	\$3,210.00
	A20	Inlet, Type 'B'	1.00	UN	\$3,200.00	\$3,200.00
	A23	Concrete Sidewalk, 4" Thick	184.11	SY	\$69.00	\$12,703.59
	A24	Concrete Paver Sidewalk (If & Where Directed)	10.00	SY	\$144.00	\$1,440.00
	A26	Reset Slate Sidewalk (If & Where Directed)	10.00	SY	\$144.00	\$1,440.00
	A27	HMA Driveway, 5" Thick (If & Where Directed)	10.00	SY	\$125.00	\$1,250.00
	A29	Detectable Warning Surface	7.11	SY	\$260.00	\$1,848.60
	A30	6"x18" Concrete Vertical Curb	50.00	LF	\$25.00	\$1,250.00
	A31	Combination Concrete Curb and Gutter	75.00	LF	\$38.00	\$2,850.00
	A35	Regulatory and Warning Sign	100.00	SF	\$40.00	\$4,000.00
	A41	Tree Removal, 12" to 24" Diameter	2.00	UN	\$1,100.00	\$2,200.00
	A45	Borrow Topsoiling, 4" Thick	45.00	SY	\$5.30	\$238.50
	A48	Large Deciduous Tree, 2-1/2" Dia., B&B (I&WD)	7.00	UN	\$700.00	\$4,900.00
	B1	Inlet Filter, Type 1	80.00	SF	\$0.01	\$0.80
	B2	Construction Sign	424.00	SF	\$13.50	\$5,724.00
	B4	Railroad Flagman (If & Where Directed)	1.00	ALL	\$6,000.00	\$6,000.00
	B7	Excavation, Test Pits	18.00	UN	\$430.00	\$7,740.00
	B8	DGA Base Course, 4" Thick (I&WD)	150.00	SY	\$14.00	\$2,100.00
	B9	HMA Milling, 3" or Less	2946.50	SY	\$2.90	\$8,544.85
	B10	Polymerized Joint Adhesive	8700.00	LF	\$0.01	\$87.00
	B12	HMA 9.5M64 Surface Course, 2" Thick	5.36	TON	\$83.00	\$444.88
	B13	HMA 19M64 Base Course, 4" Thick	1042.34	TON	\$50.00	\$52,117.00
	B18	12" RCP, Class V, w/O-Ring Gasket	67.50	LF	\$64.00	\$4,320.00
	B19	18" RCP, Class V, w/O-Ring Gasket (If & Where Dir)	26.05	LF	\$89.00	\$2,318.10
	B23	Set Inlet Type 'B' Casting (If & Where Directed)	1.00	UN	\$1,700.00	\$1,700.00
	B25	Curb Piece, Type 'N-ECO' (6" Head)(If & Where Dir)	1.00	UN	\$641.94	\$641.94
	B26	Curb Piece, Type 'P-ECO' (4" Head)(If & Where Dir)	1.00	UN	\$641.94	\$641.94
	B27	Concrete Sidewalk, 4" Thick	193.50	SY	\$69.00	\$13,351.50
	B29	Detectable Warning Surface	13.00	SY	\$260.00	\$3,380.00
	B31	9"x20" Concrete Vertical Curb	50.00	LF	28.00	\$1,400.00
	B36	Regulatory and Warning Sign	90.00	SF	40.00	\$3,600.00
	B45	Borrow Topsoiling, 4" Thick	44.00	SY	5.30	\$233.20
	B48	Large Deciduous Tree, 2-1/2" Dia., B&B (I&WD)	2.00	UN	700.00	\$1,400.00
	S-1	Police Traffic Directors (If & Where Directed)	29.75	HR	75.00	\$2,231.14

A.	TOTAL REDUCTIONS	\$175,359.50
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E X T R A	A7	Fuel Price Adjustment	4460.00	DOL	\$1.00	\$4,460.00
	A8	Asphalt Price Adjustment	8990.00	DOL	\$1.00	\$8,990.00
	A25	Articulating Sidewalk Joint, 4" Thick	14.00	LF	\$11.00	\$154.00
	A28	Concrete Driveway, Reinforced, 6" Thick	41.20	SY	\$115.00	\$4,738.00
	A36	4" Polyvinyl Chloride Sewer Pipe (Replacement)	57.00	LF	\$23.00	\$1,311.00
	A38	Sanitary Sewer Service Connection	1.00	UN	\$47.00	\$47.00
	A39	Cleanout	2.00	UN	\$185.00	\$370.00
	A43	Tree Removal, Over 30" to 36" Diameter	1.00	UN	\$2,700.00	\$2,700.00
	B5	Fuel Price Adjustment	4340.00	DOL	\$1.00	\$4,340.00
	B6	Asphalt Price Adjustment	8410.00	DOL	\$1.00	\$8,410.00
	B14	HMA 19M64 Base Course, 6" Thick	1324.00	TON	\$90.00	\$119,160.00
	B15	12" Ductile Iron Pipe, Class 52	30.00	LF	\$107.00	\$3,210.00
	B21	Inlet, Type 'B'	1.00	UN	\$3,200.00	\$3,200.00
	B28	Articulating Sidewalk Joint, 4" Thick	29.00	LF	\$11.00	\$319.00
	B30	6"x18" Concrete Vertical Curb	138.50	LF	\$25.00	\$3,462.50
	B32	Combination Concrete Curb and Gutter	276.00	LF	\$38.00	\$10,488.00

B.	TOTAL EXTRA	\$175,359.50
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C.	TOTAL SUPPLEMENTARY	\$0.00
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RESOLUTION NO. 2018-251

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

RESOLUTION AMENDING THE METERED PARKING REQUIREMENTS FOR THE BANGS AVENUE GARAGE IN THE DOWNTOWN AREA OF THE CITY, EFFECTIVE THE FIRST SATURDAY OF EACH MONTH DURING THE TIME PERIOD FROM JULY THROUGH SEPTEMBER 2018

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park (“the City”) were established per Ordinance No. 2982 (the “Ordinance”), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage increased business for the merchants in the downtown area of the City during the summer season, the Mayor and Council wish to temporarily suspend, as they did in 2017, the metered parking requirements in the Bangs Avenue Garage so as to allow for “free” parking between the hours of 1:00 p.m. and 5:00 p.m. of the first Saturday of the month in July, August and September (July 7, 2018, August 4, 2018 and September 1, 2018); and

WHEREAS, the purpose of this Resolution is to memorialize this temporary suspension of the metered parking requirements.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking requirements in the Bangs Avenue Garage, as established per Ordinance No. 2982, as amended, are hereby suspended so as to allow for “free” parking 1:00 p.m. and 5:00 p.m. of the first Saturday of the month in July, August and September (July 7, 2018, August 4, 2018 and September 1, 2018).

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. 2018-251 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-252**

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

RESOLUTION ADOPTING THE PERSONNEL POLICY FOR 2018

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. 2018-252 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

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 & Distribution Date – ~~August 17, 2016~~ June 23, 2018

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. Only involving protected speech is an employee allowed to speak with a member of the governing body. If an employee is approached by, and/or receive direction from a member of the governing body, the employee is to immediately report this activity to their department director and the City Manager. Staff shall not speak to members of the governing body in regards to City operations or issues.

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.

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.

Commented [O1]: From MEL updated language

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

Commented [O2]: From MEL updated language

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. ~~shall engage in an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations.~~ 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 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;
- 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 1st and 15th days of the month will have their anniversary date on the 1st day of that month. Employees whose anniversary date falls between the 16th and 31st day of the month will have their anniversary date on the 1st 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 15th and 30th 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 RulesHours:

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 insure 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 whistle blower 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 tamper 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 ~~theirs~~ 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.

Social Media and its uses in government and daily life are expanding each year 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. Only those Employees directly authorized by the City Manager may engage in social media activity during work time through the use of the City's Communication Media, as it directly relates to their work and it is in compliance with this policy.

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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.

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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 (CITY MANAGER Title). 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. ~~Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the City.~~

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.

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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 of their employment and in so doing employees identify themselves as City's employees, or if they discuss matters related to the City on a social media site, employees must add a disclaimer on the front page, stating that it does not express the views of the City, and the employee is expressing only their personal views. For example: "The views expressed on this website/web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting that is expressing an opinion related to the City or the City's business. Employees must keep in mind that, if they post information on a social media site that is in violation of City policy and/or federal, state or local laws, the disclaimer will not shield them from disciplinary action.~~

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 employee communications regarding wages, hours or other terms and conditions of employment. City employees have the right to engage in or refrain from such activities.~~

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. The City reserves the right to review an employee's personal cell phone if it is assumed that it is interfering with their daily work. Items deemed attorney-client privileged and/or HIPPA covered are exempt from this practice and may not result in disciplinary action.

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 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 too:

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 1st 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.

Employee Status	Permanent	Provisional	Temp and Seasonal
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
Martin Luther King Day
Lincoln's Birthday

Labor Day
Columbus Day
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.

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 recredited 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 1st 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 may be 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 ½ 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 3/16 x salary, except for disability retirements, which is equal to 1 ½ x salary until the age of 60 years old, at which time it is reduced to 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 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 _____

 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.

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.

Formatted: No bullets or numbering

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 or 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.	
<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	UNSATISFACTORY:: Fails to meet standards or expectations on more than half of the job performance factors Individual consistently fails to achieve standard.
2	IMPROVEMENT NEEDED: Some areas of the employee's performance fall below what is expected. Employee does not consistently meet expectations.
3	MEETS EXPECTATIONS: Employee regularly performs tasks and achieves standard or expectations Consistently achieves standards.
4	ABOVE EXPECTATIONS: Employee's performance is consistently beyond expectations. More than half of the job performance factors fall above normal expectations.
5	EXCEPTIONAL: Employee performs all tasks in an exceptional manner. Stands out 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 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. 2018-253

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

RESOLUTION APPROVING 2018-2019 LIQUOR LICENSE RENEWALS

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2018 to June 30, 2019 be granted to the following Licensees:

<u>LICENSE NO.</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE NAME</u>
1303-33-004-009	Asbury Pub, LLC	552 Cookman Ave.	*Brickwall Tavern/Goldies

*Special Conditions: 1. Security personnel shall be provided by the Licensee at the premises on Thursday, Friday and Saturday evenings from 10:00 p.m. until closing. All such personnel shall wear an official shirt so that they are distinguished from the patrons of the restaurant.

2. Temporary signs be installed outside the premises to remind patrons to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages.

3. Temporary stanchions shall be installed outside the doorway of the residence at 522 Cookman Ave. to deter patrons of the premises from gathering in the area. Temporary stanchions shall also be positioned to create boundaries around the outdoor dining area associate with the premises, in accordance with City's adopted Sidewalk Café Ordinance.

4. The Licensee shall employ a qualified professional manager to oversee all aspects of the restaurant operation, including the outside dining area, until closing every night of the week. The manager shall be responsible for training all management and staff, with specific training dedicated to A.B.C. regulations and crowd management.

5. The Licensee shall ensure that carpeting is placed under the equipment utilized by all performers at the premises, in an effort to reduce the noise volume from such equipment.

6. The Licensee shall have management work with the Asbury Park Police Department for their assistance regarding education in decibel level management and in noise reduction.

7. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

8. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-008-010 Asbury One Liquor License LLC Pocket

1303-33-012-003 Espinosa, Inc. 715 Second Ave. Posillipo's

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-017-012 Steinbach Liquor Lic. LLC. 541 Cookman Ave. *Asbury Ale House

*Special Conditions: 1. 75% of floor space must be dedicated to food service.

2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights. They must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-021-008 AP Restaurant I 800 Ocean Ave. Stella Maraina

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-026-009 AP Restaurant II, LLC 800 Ocean Ave. Watermark

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-027-010 Stone Pony Liquor License, LLC 901, 909, 913 Ocean Ave. *The Stone Pony

*Special Conditions: 1. One bonded licensed security agent shall be forthwith employed by the Licensee who shall be responsible for the control of the area in front of and alongside of the licensed premises on Fridays and Saturdays and the eve of Holidays including Sundays from 8:00 p.m. until closing time on those weekends immediately preceding the last Monday in the Month of May through and including the weekend immediately preceding the first Monday in the month of September.

2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

3. An additional bonded licensed security agent(s) shall be employed by the Licensee on those evenings and at those times deemed appropriate by the Police Chief after consultation with said Police Chief by the Licensee with respect to any concert/event scheduled to be held at the licensed premises throughout the year.

1303-33-049-010 ABG Liquor Holdings, LLC 527 Lake Ave. Asbury Festhalle & Biergarten

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-029-007 1112-1114 Main Licenses, LLC 1114 Main Street Cascada

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-044-015 AP Resaturant IV, LLC 1000 Ocean Ave. Langosta

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-048-009 George-EE, Inc. 801-812 Fifth Ave. Georgee's

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-33-058-009 Sixth Gear Enterprises, LLC Pocket

1303-36-068-002 Pettibone Paradise, LLC 101 Asbury Ave. The Empress Hotel/Paradise

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-44-039-007 Sri Sarawati, Inc. 1506 Main St. Mak on Main

1. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

2. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

1303-44-022-004 Robert Perez 1005 Memorial Dr. *Super-Extra Liquors

*Special Conditions: 1. Temporary signs be installed outside the premises to remind patrons not to loiter and to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages. Liquor store manager or designee must clear the front of the store of all person(s) hanging out, panhandling, drinking in public, etc.

BE IT FURTHER RESOLVED that the following Alcoholic Beverage Licenses be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions imposed on each license by the City of Asbury Park Council.

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. 2018-253 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-254

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR D.B. VENTURES, LLC D/B/A JOHNNY MAC'S FOR THE 2018-2019 LICENSING YEAR

WHEREAS, D.B. Ventures, LLC doing business as Johnny Mac's (the "**Licensee**") located at 206-208 Main Street is the holder of Liquor License Number: 1303-33-051-010 (the "**License**"); and

WHEREAS, the Licensee has applied for a License renewal for the 2018-2019 Licensing Year; and

WHEREAS, Acting Police Chief Kelso issued a Memo dated May 30, 2018 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee's License; and

WHEREAS, the Acting Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire three (3) off duty police officers on Friday nights and Saturday nights and nights before holidays from Memorial Day weekend through Labor Day weekend. The officers shall work from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.
2. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
3. The Licensee shall not allow any new patrons to enter their facility after 1:00 a.m.

4. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
5. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
6. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
7. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
8. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
9. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
10. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions:

1. 75% of floor space shall be dedicated to food service.
2. The Licensee shall hire three (3) off duty police officers on Fridays and Saturdays from Memorial Day weekend through Labor Day weekend, including nights before holidays from 10:30 p.m. through 3:00 a.m. If a substantial weather event is anticipated which will likely cause a reduced crowd to patronize the tavern (hurricane, etc.), the tavern may call the

police department at least two (2) hours before the shift (8:30 p.m.) to request that the third officer not be required to work, which final decision will be decided by the Chief of Police or their designee.

3. The Licensee shall hire two (2) off-duty police officers on Fridays and Saturdays, and nights before holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
4. The Licensee shall not allow any new patrons to entry their facility after 1:00 a.m.
5. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
6. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
7. If requested by the Chief, the Licensee will provide camera footage from security personnel who wear Go Pro body cameras, if the footage is available at the time the request is made.
8. The Licensee shall employ only Techniques of Alcohol Management (a.k.a. "**TAM**") certified bartenders and/or ensure that bartenders attend the next available TAM course.
9. The Licensee shall place additional temporary barriers outside of their entrance/exit to deter patrons from jaywalking across Main Street. The barriers shall be placed on the sidewalk by the curb line (not in the street) not later than 10:00 p.m. and shall be removed not later than 3:00 a.m. on Friday and Saturday evenings and when special events have been advertised or larger crowds are expected, by way of example: the Wednesday prior to Thanksgiving, Memorial Day Weekend, Fourth of July, Labor Day Weekend, the Zombie Walk and the St. Patrick's Day Parade.
10. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Chief of Police on a monthly basis, during the first week of each month.
11. The Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager.

B. This Resolution shall take effect immediately.

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. 2018-254 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-255

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR BOND STREET BAR & GRILL, LLC (D/B/A BOND STREET BAR AND GRILL, CAPITOLINE AND LOTERIA) FOR THE 2018-2019 LICENSING YEAR

WHEREAS, Bond Street Bar & Grill, LLC doing business as Bond Street Bar & Grill, Capitoline and Loteria (the “Licensee”) located at 208 Bond Street is the holder of Liquor License Number: 1303-33-034-013 (the “License”); and

WHEREAS, the Licensee has applied for a License renewal for the 2018-2019 Licensing Year; and

WHEREAS, Acting Police Chief Kelso issued a Memo dated May 30, 2018 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, the Acting Police Chief made the following recommendations to the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend after Labor Day through the weekend before Memorial Day.
2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
3. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

B. This Resolution shall take effect immediately.

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. 2018-255 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-256

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

A RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2018-2019 LICENSING YEAR

WHEREAS, Porta at Asbury Park, LLC doing business as Porta (the “Licensee”) located at 911-915 Kingsley Street is the holder of Liquor License Number: 1303-33-046-013 (the “License”); and

WHEREAS, the Licensee has applied for a License renewal for the 2018-2019 Licensing Year; and

WHEREAS, Deputy Police Chief Kelso issued a Report dated May 30, 2018 reporting on the annual license renewals for the City, including recommendations for special conditions on certain licenses and specifically on the Licensee’s License; and

WHEREAS, in regard to this License, the Deputy Chief’s Memo detailed certain issues at the licensed premises and as a result recommended an additional special condition; and

WHEREAS, the Deputy Chief recommends to the Mayor and Council the following conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, that

A. The License renewal be granted for the period of July 1, 2018 to June 30, 2019 with the following special conditions:

1. The Licensee shall hire two (2) off-duty police officers during the months of October, November, December, January, February and March on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
2. The Licensee shall hire four (4) off-duty police officers during the month of April on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m.
3. The Licensee shall hire four (4) off-duty police officers during the months of November, December, January, February and March from 10:30 p.m.

until 2:30 a.m. when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year's Eve.

4. The Licensee shall hire six (6) off-duty police officers during the months of May through September on Friday and Saturday nights from 10:30 p.m. until 2:30 a.m. During these times, at the sole discretion of the Deputy Chief, up to eight (8) off-duty police officers may be required. Further, during these times, at the sole discretion of the Deputy Chief, up to two (2) off-duty police officers of the total number to be provided may be provided in Police vehicles.
5. The Licensee shall hire twenty-four (24) security guards on Friday and Saturday nights.
6. The Licensee in coordination with the Police Department shall have private security and/or off duty police officers to patrol the block(s) west of Porta at the end of the night as patrons move to their cars and cabs. The Licensee's private security shall not interact with patrons/individuals but shall report any concerns/issues to the City police officers.
7. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.
8. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
9. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.
10. The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: "Warning this property under video surveillance, you are being videotaped" or wording of similar import.
11. The Licensee shall include on their website, on social media platforms, flyers and other forms of paper/physical and digital advertisement that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code.
12. The Licensee shall use a moveable sign to advise individuals online to enter the licensed premises that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code, as well as continuing to

maintain the existing sign with the same information by the entrance to the licensed premises.

13. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a \$10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.
14. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.
15. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the Deputy Chief of Police on a monthly basis, during the first week of each month.
16. The Deputy Chief shall have the discretion to relax the foregoing conditions after consultation with, and approval of, the Mayor and Council and City Manager, except as provided in Condition 4.

B. This Resolution shall take effect immediately.

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. 2018-256 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-257

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

A RESOLUTION APPROVING THE RENEWAL OF HOTEL LIQUOR LICENSE NO. 1303-36-069-001, WHICH IS HELD BY 210 5TH AVE. VENTURE URBAN RENEWAL, LLC, D/B/A THE ASBURY HOTEL, FOR THE 2018-2019 LICENSE TERM

WHEREAS, 210 5th Ave. Venture Urban Renewal LLC (with its member Si Op Co AP LLC) (the “**Licensee**”) is the holder of license number 1306-36-069-001 which is a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 (the “**License**”); and

WHEREAS, the licensed premises presently consist of the hotel, known as The Asbury, located at 210 Fifth Avenue, Block 4104, Lot 13, and, the entertainment venue commonly known as Asbury Lanes which is on a portion of the adjoining property being 209 Fourth Avenue, Block 4104, Lot 9, and which is connected to the hotel structure by an enclosed passageway (the “**Licensed Premises**”); and

WHEREAS, the Licensee has filed an application for a License renewal for the 2018-2019 Licensing Term, submitted the requisite application fees, received tax clearance, and the Asbury Park Police Department has undertaken its review and issued its report dated May 30, 2018; and

WHEREAS, the City Council reviewed the application and the Police Department’s report at its June 27, 2018 meeting, and no written objections pursuant to N.J.A.C. 13:2-2.7 were received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, acting as the local alcoholic beverage control board, approves the License renewal for the 2018-2019 Licensing Term, subject to all of the following, existing special conditions:

1. The Licensed Premises shall only be:
 - (a) the entire interior of the structure known as The Asbury, located at 210 Fifth Avenue, Block 4104, Lot 13, and certain outdoor areas, generally described as:
 - (i) the outdoor pool area on the ground floor;
 - (ii) the outdoor wooden deck on the ground floor;

- (iii) the outdoor rooftop deck on fifth floor known as “Baronet”;
- (iv) the eighth floor rooftop known as “Salvation”; and
- (v) a portion of the enclosed passageway to Asbury Lanes structure,

and as further depicted on the plans attached hereto as **Exhibit A** (the “Hotel”); and

- (b) the interior of the structure known as the Asbury Lanes at 209 Fourth Avenue, Block 4104, Lot 9, and the remainder of the enclosed passageway to the Hotel, as further depicted on the plans attached hereto as **Exhibit A** (the “Asbury Lanes”)

collectively, the “**Licensed Premises**”.

2. The operation of the Asbury Lanes portion of the Licensed Premises shall be subject to the following special conditions:

- (a) The operation of the Asbury Lanes shall be in conformance with the Asbury Park Code provisions applicable to non-hotel plenary retail consumption licenses, including but not limited to, the hours of operation contained in Code Section 6-4, et seq.
- (b) At all times when the Asbury Lanes is not serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the enclosed passageway shall be closed off in a manner to prevent access from the Hotel to Asbury Lanes.
- (c) At all times when the Asbury Lanes is not permitted by ordinance to be serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the food service portion of the Asbury Lanes known as, and depicted as, the “Diner” area on the plans attached hereto as **Exhibit B**, which is generally located in the southeast corner of the building, may continue to operate for the service of food and non-alcoholic beverages, as permitted by Asbury Park Code Section 6-4.2. During such operations there shall be no access to the remainder of the Asbury Lanes (depicted as the “Performance Venue” on the plans attached hereto as **Exhibit B**) and all access shall be through a separate exterior entrance directly into the Diner area, except for handicapped access which shall be by the routes depicted on **Exhibit B**.
- (d) The Licensee shall at all times maintain a leasehold or fee simple or similar property interest in 209 Fourth Avenue, Block 4104, Lot 9 sufficient to encompass the Asbury Lanes portion of the Licensed Premises.
- (e) The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
- (f) The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

3. The operation of the Hotel portion of the Licensed Premises shall be subject to the following special conditions:

- (a) The Licensee has installed, and will be required to maintain, one (1) decibel reader at the DJ booth in Salvation and one (1) decibel reader at the DJ booth at the pool so that entertainers and/or staff members of the hotel may monitor the decibel level of outdoor music in a good faith effort to comply with the City's Noise Ordinance (Section 3-9 of the Asbury Park City Code). An additional decibel reader shall be installed at the DJ booth at each and every additional outdoor location(s) at the hotel where outdoor music is played.
- (b) The Licensee shall have its management work with the Asbury Park Police Department for its assistance regarding education in decibel level management and noise reduction. The Licensee agrees to meet with the Asbury Park Police Department, as deemed necessary by the Asbury Park Police Department.
- (c) The Licensee shall implement The Asbury Hotel Sound Mitigation Program Remedial Measures plan prepared by Robert A. Hansen Associates Inc. dated June 29, 2017, as may be refined, which includes the removal of certain speakers and the installation of smaller, overhead, downward facing speakers in Salvation ("Remedial Measures"). The Licensee shall provide an installation schedule to the City Manager and the Asbury Park Police Department and shall provide periodic updates concerning the installation schedule until the Remedial Measures have been completely installed.
- (d) The Licensee met with the Esplanade Home Owners Association to discuss sound mitigation. If deemed necessary by the Asbury Park Police Department and communicated in writing to the Licensee, the Licensee shall arrange for additional meetings with the Esplanade Home Owners Association or any other resident living within two hundred (200) feet of the Licensed Premises that contacts the Asbury Park Police Department to request a meeting with the Licensee to discuss sound mitigation.
- (e) The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.
- (f) The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

4. This License shall be subject to the special condition that it is issued as a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 and that the License shall only be used in connection with such a hotel or motel and amenities related to the hotel or motel.

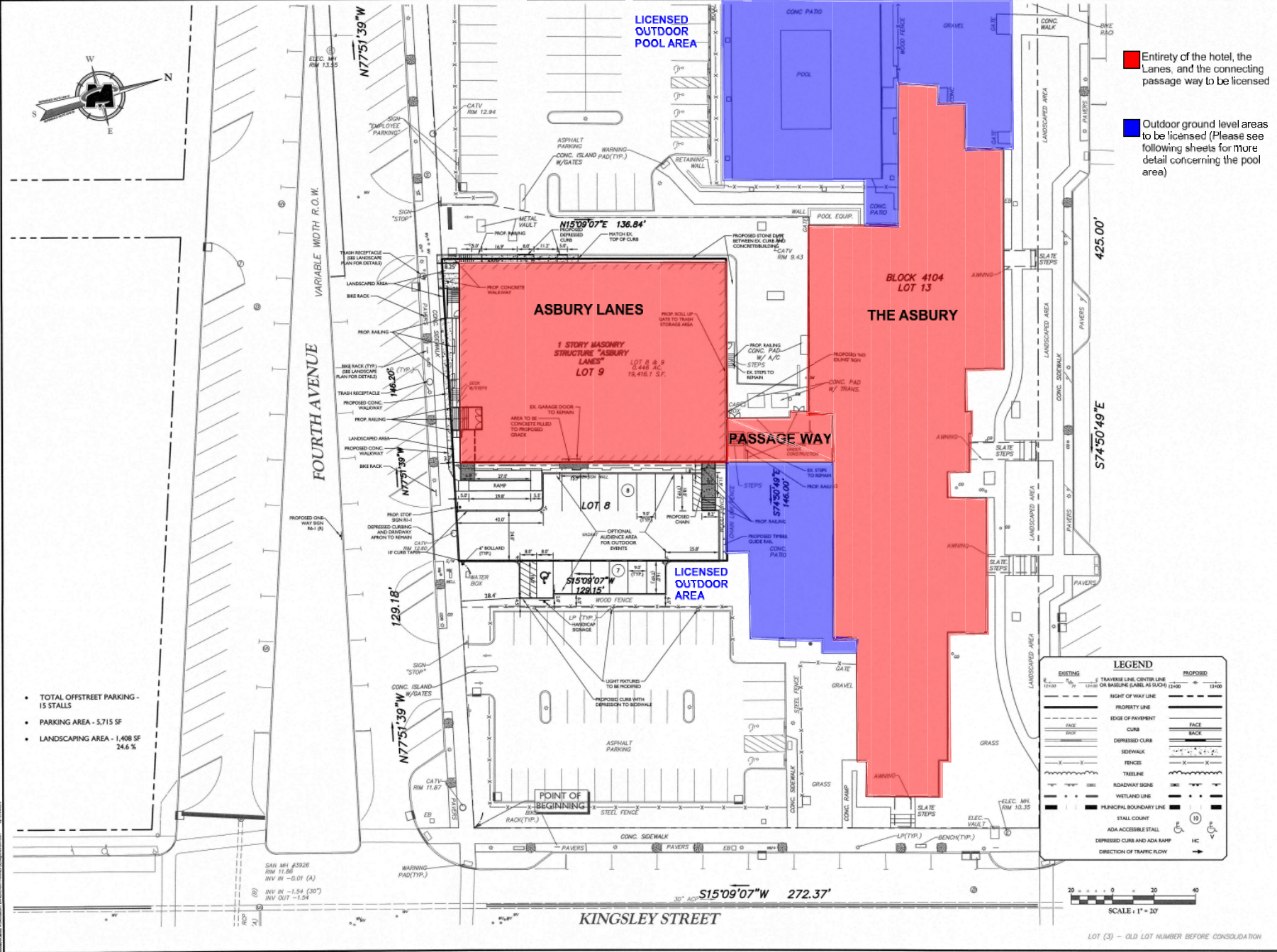
5. This Resolution shall take effect immediately.

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. 2018-257 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CERTIFIED BY ME THIS 28th DAY OF June, 2018.

CINDY A. DYE
CITY CLERK

OVERALL LICENSING PLAN



Entirety of the hotel, the Lanes, and the connecting passage way to be licensed

Outdoor ground level areas to be licensed (Please see following sheets for more detail concerning the pool area)



MAC
Master Architects & Consultants
Civil/Structural/Environmental/Interior/Exterior
Landscape Architects • Surveyors
• Real Estate, NJ
• Civil, NJ
• Electrical, NJ
• Mechanical, NJ
• Plumbing, NJ
• Structural, NJ
• Surveying, NJ
• Transportation, NJ
• Urban Planning, NJ
• Water Resources, NJ

PROJECT 1
ALL CIVIL/STRUCTURAL/ENVIRONMENTAL/INTERIOR/EXTERIOR/LANDSCAPE ARCHITECTS/SURVEYORS
FOR STATE SPECIFIC DIRECT PHONE 908-257-1234
WWW.MAC-NJ.COM

REV	DATE	DESCRIPTION
1	12/13/11	ISSUED FOR PERMITTING
2	12/13/11	ISSUED FOR PERMITTING
3	12/13/11	ISSUED FOR PERMITTING
4	12/13/11	ISSUED FOR PERMITTING
5	12/13/11	ISSUED FOR PERMITTING
6	12/13/11	ISSUED FOR PERMITTING

ROBERT J. CUCCI
NEW JERSEY PROFESSIONAL ENGINEER
LICENSE NUMBER 120000000

PRELIMINARY & MAJOR SITE PLAN
FOR
ASBURY PARTNE
1100 OCEAN AVI
ASBURY PARK, N
ASBURY LAN

BLOCK 410
LOTS 8, 9 & P/A
TAX MAP SHEE
DATED 12/31/
CITY OF ASBURY
MONMOUTH CO
NEW JERSEY



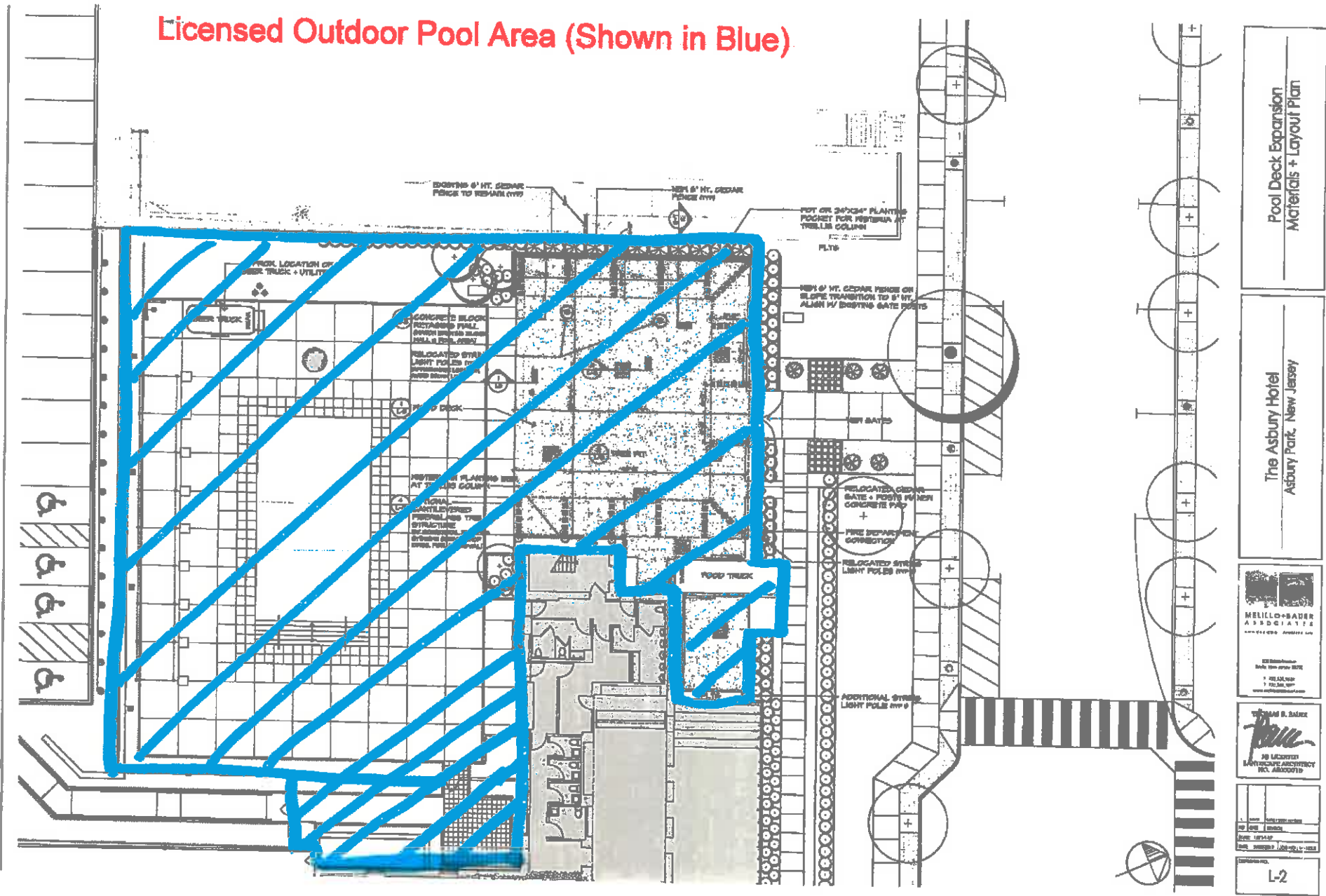
SCALE
AS SHOWN 1"=10' 1"=20' 1"=40'
PROJECT NUMBER 1100000000
DRAWING NUMBER 1100000000

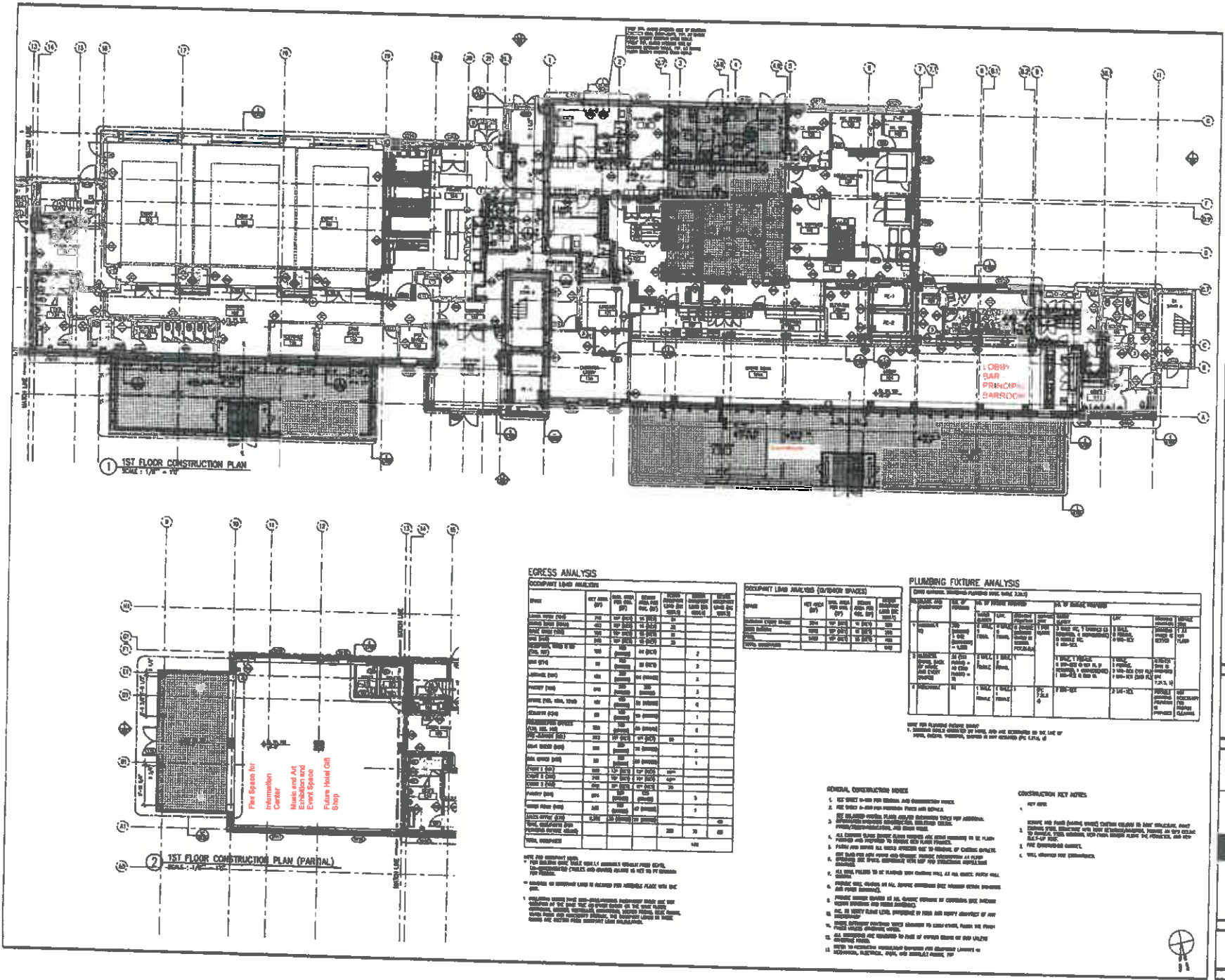
SHEET TITLE
DIMENSION PL

SHEET NUMBER
2 of

Attachment: Asbury Lanes - Exhibit A (Hotel and Lanes) (2018-257 : 2018-2019 ABC Renewal - The Asbury

Licensed Outdoor Pool Area (Shown in Blue)





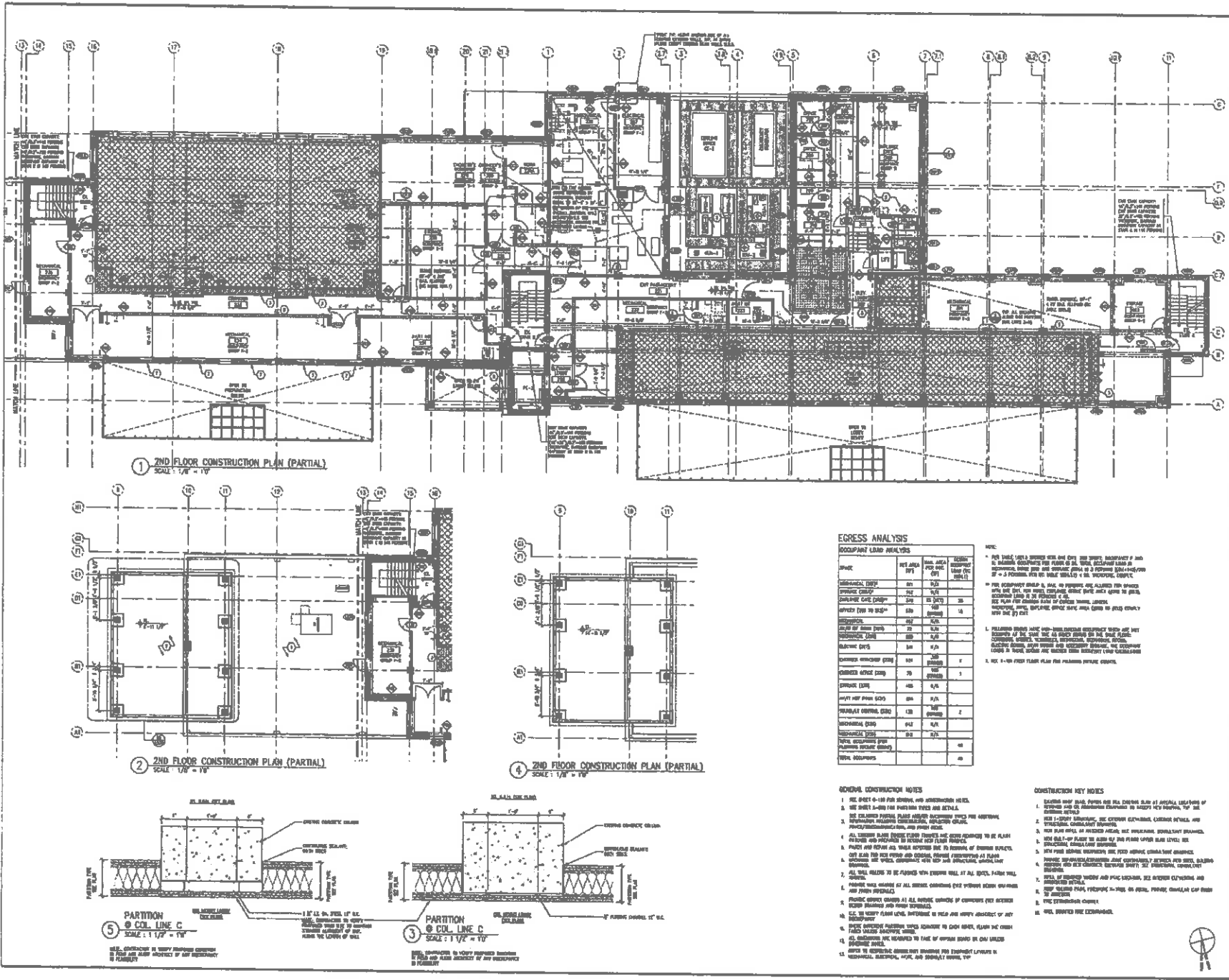
Owner:
The Asbury
210 FIFTH AVENUE
ASBURY PARK, NJ 07712

Architect:
STARK & STARK
1100 OCEAN AVE.
ASBURY PARK, NJ 07712

Project Name:
BUILDING CONVERSION
210 FIFTH AVENUE
ASBURY PARK, NJ 07712

Project Number:
A-101.00

Scale:
1/8" = 1'-0"



Issue History

NO. 1	ISSUED FOR PERMITTING
NO. 2	ISSUED FOR PERMITTING
NO. 3	ISSUED FOR PERMITTING
NO. 4	ISSUED FOR PERMITTING
NO. 5	ISSUED FOR PERMITTING

Revisions

NO. 1	ISSUED FOR PERMITTING
NO. 2	ISSUED FOR PERMITTING
NO. 3	ISSUED FOR PERMITTING
NO. 4	ISSUED FOR PERMITTING
NO. 5	ISSUED FOR PERMITTING

Project Data

OWNER: ABC COMPANY

ARCHITECT: ABC ARCHITECTS

ENGINEER: ABC ENGINEERS

DATE: 10/1/2018

Project Title

BUILDING CONVERSION
210 FIFTH AVENUE
ASBURY PARK, NJ 07

Project Location

1100 OCEAN AVE
ASBURY PARK, NJ 07

Project Description

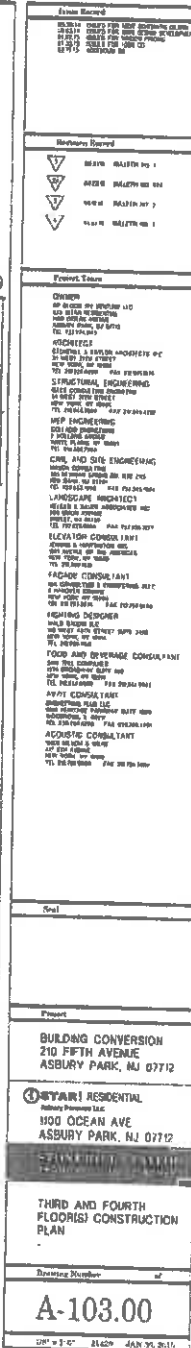
SECOND FLOOR CONSTRUCTION PLAN

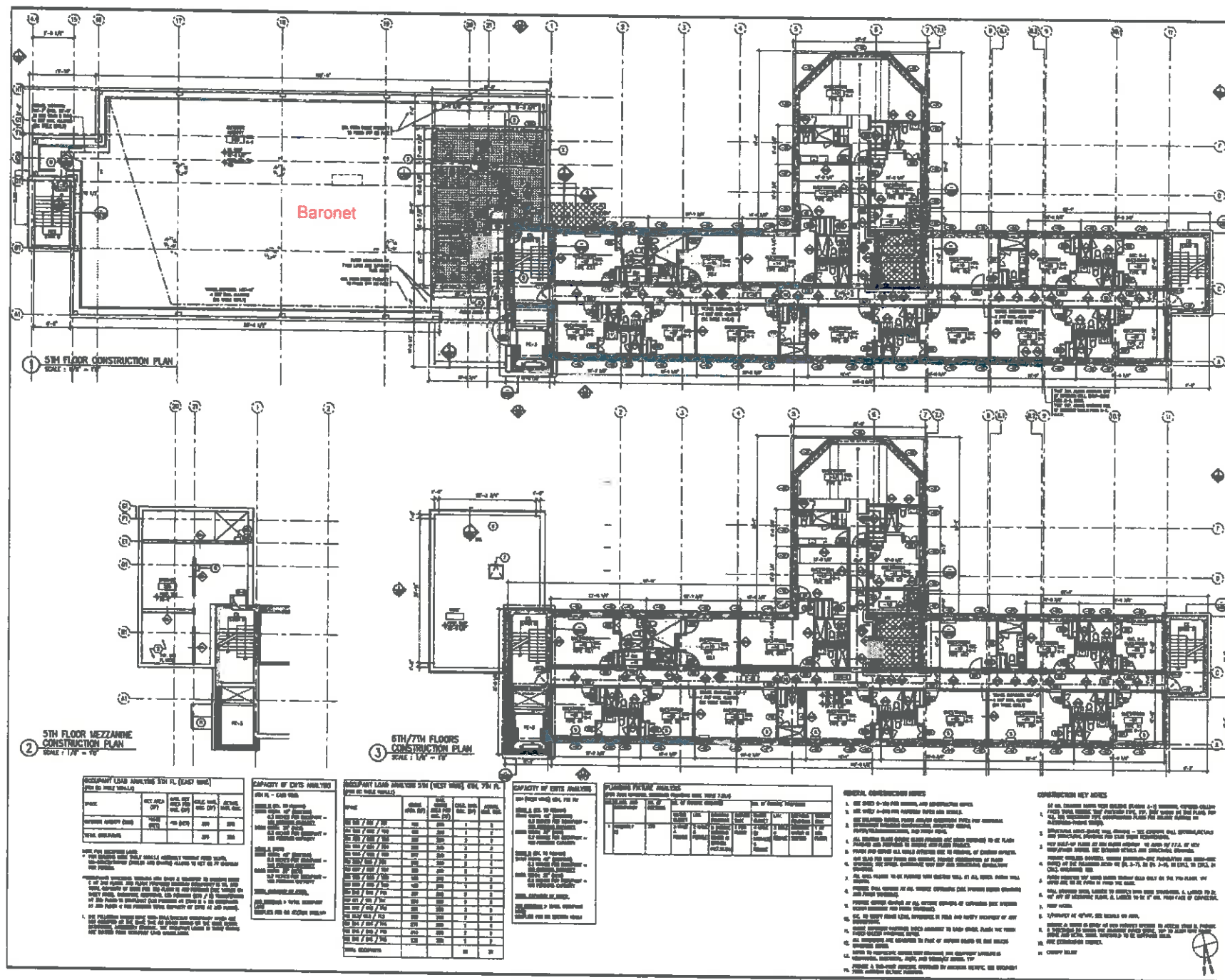
Project Number

A-102.00

Project Date

10/1/2018





Invoice (Revised)			
DATE	INVOICE NO.	DATE	INVOICE NO.
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10/10/00	1000	10/10/00	1000
10/10/00	1000	10/10/00	1000
10/10/00	1000	10/10/00	1000

Kawasa Story	
	1994年 1月1日 第1回
	1994年 1月15日 第2回
	1994年 1月29日 第3回

Project Name _____[illegible]

Real

1000000

BUILDING CONVERSION
210 FIFTH AVENUE
ASBURY PARK, N.J. 07705

STAR RESIDENTIAL
Andrew Parkhurst Ltd.
1100 OCEAN AVE.
ADDISON PARK, N.J.

FIFTH AND SIXTH, SE
FLOOR(S) CONSTRUCT
PLAN

Drawing Number



② ROOF CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"

* FOR BULKY ITEMS, PLEASE CALL 1-800-368-7262 FOR MORE INFORMATION.

¹ The following items may also constitute evidence under the act enacted by the law firm of which I am the sole shareholder, attorney, clerkship holder, and secretary serving the company since its inception as such until my departure from it.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

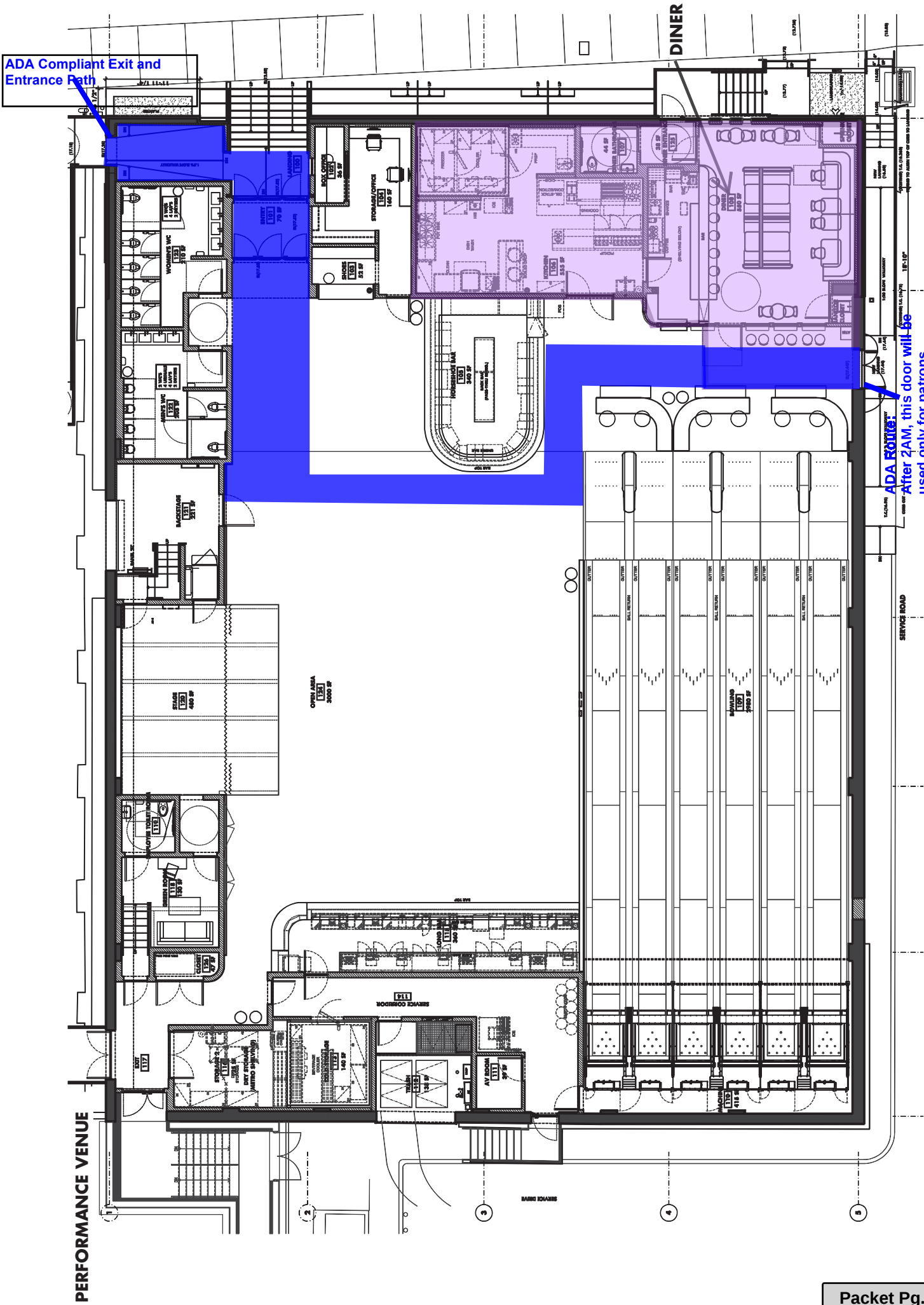
[illegible][illegible][illegible]

- 1. THE OFFICE IS NOT A POLITICAL PARTY, AND THEREFORE DOES NOT HAVE A POLITICAL AGENDA OR POLITICAL GOALS.
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- 9. THE OFFICE IS NOT A POLITICAL PARTY, AND THEREFORE DOES NOT HAVE A POLITICAL AGENDA OR POLITICAL GOALS.
- 10. THE OFFICE IS NOT A POLITICAL PARTY, AND THEREFORE DOES NOT HAVE A POLITICAL AGENDA OR POLITICAL GOALS.

CONCLUSION AND NOTES

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**Asbury Park, New Jersey
ORDINANCE NO. 2018-29**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 545 LAKE AVENUE (TO BE KNOWN AS BLOCK
3105, LOT 4.02).**

WHEREAS, on June 12, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application made by Cookman Community Development Urban Renewal, LLC (the “Developer”), for minor subdivision and preliminary and final site plan approval relating to certain development (referenced as the “development project”) of the property located at 545 Lake Avenue, which was formerly part of the property known and designated as Block 3105, Lot 4 on the Official Asbury Park Tax Map (the “Tax Map”) and which will now be known and designated as Block 3105, Lot 4.02 on the Tax Map (the “Property”); and

WHEREAS, the property is located in the Central Business District Redevelopment Area (the “CBD Zone or District”); and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a stairway which is proposed to encroach into the public right-of-way area by approximately 55.8 square feet; and

WHEREAS, the development project also includes the construction of a handicap ramp which is proposed to encroach into the public right-of-way area by approximately 124.7 square feet; and

WHEREAS, the encroachments are described in more detail in a legal description prepared by Joseph Mele, PE, PLS, PP, of Dresdner Robin, dated September 28, 2017, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachments are depicted in more detail on a map entitled, “Proposed Franchise Area Plan,” dated September 28, 2017, as prepared by Joseph Mele, PE, PLS, PP, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Developer has requested that the City allow it to develop the property with the encroachments referenced above, and as described and depicted in the attached Exhibits; 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 encroachments into the public right-of-way shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The encroachments are needed in order to provide for a stairway and handicap ramp to be constructed as part of the development, as well as for the applicant to be compliant with ADA regulations concerning handicap access; and
- (3) The area of the proposed encroachments is de minimus; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question and without making any affirmative representations with regard thereto, the Mayor and Council are willing to permit the construction of the stairway and handicap ramp which are proposed to encroach into any public right-of-way areas that are under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the consideration of Two Thousand Six Hundred Fifty Nine Dollars (\$2,659.00), with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, 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 City 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 areas 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, for the consideration of Two Thousand Six Hundred Fifty

Nine Dollars (\$2,659.00), over certain portions of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit "A" and as depicted on Exhibit "B," in order to allow for the construction of a stairway and handicap ramp as part of the development project, with the condition that the easement area shall only be used for the stairway and ramp and for no other purpose, and pursuant to the other terms and conditions set forth herein.

2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the necessary easement documents, 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 this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. 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.
7. 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. 2018-29 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CINDY A. DYE
CITY CLERK

September 28, 2017

Job No. 10558-001

DEED DESCRIPTION
Proposed Franchise Area
for Lot 4, Block 3105

City of Asbury Park, Monmouth County, New Jersey

**DRESDNER
ROBIN**

LOCATION OF PROPOSED STAIRWAY WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 263.00 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 10.00 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.58 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 10.00 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.58 feet to the herein described point and place of BEGINNING.

Containing 55.8 square feet.

LOCATION OF PROPOSED ADA RAMP WITHIN LAKE AVENUE R.O.W.

BEGINNING at a point, said point being along the northerly side of Lake Avenue (75 feet wide R.O.W.), and a distance of 283.12 feet east of the intersection of the easterly line of Emory Street (100 feet wide R.O.W.) and the northerly line of Lake Avenue (75 feet wide R.O.W.) and running, thence;

1. Along said northerly line of Lake Avenue, North 62 degrees 17 minutes 27 seconds East, 21.81 feet, thence;
2. South 27 degrees 42 minutes 33 seconds East, 5.72 feet, thence;
3. South 62 degrees 17 minutes 27 seconds West, 21.81 feet, thence;
4. North 27 degrees 42 minutes 33 seconds West, 5.72 feet to the herein described point and place of BEGINNING.

Containing 124.7 square feet.

This description was prepared in accordance with a map titled, "Proposed Franchise Area Plan, Exhibit A-1 for Lot 4, Block 3105, City of Asbury Park, Monmouth County, New Jersey", dated September 19, 2017, prepared by Dresdner Robin.

for Mele 9-28-2017

Joseph Mele, PE, PLS, PP Date
Professional Engineer and Land Surveyor
N.J. License Number 04323900

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

1 Evertrust Plaza
Suite 901
Jersey City, NJ 07302
201.217.9200
Fax: 201.217.9607

603 Mattison Ave
Suite 316
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

535 Route 38 East
Suite 208
Cherry Hill, NJ 08002
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



DESCRIPTION OF PROPOSED FRANCHISE AREAS:

- ① N 62° 17' 27" E 10.00
- ② S 27° 42' 33" E 5.58
- ③ S 62° 17' 27" W 10.00
- ④ N 27° 42' 33" W 5.58
- ⑤ N 62° 17' 27" E 21.81
- ⑥ S 27° 42' 33" E 5.72
- ⑦ S 62° 17' 27" W 21.81
- ⑧ N 27° 42' 33" W 5.72

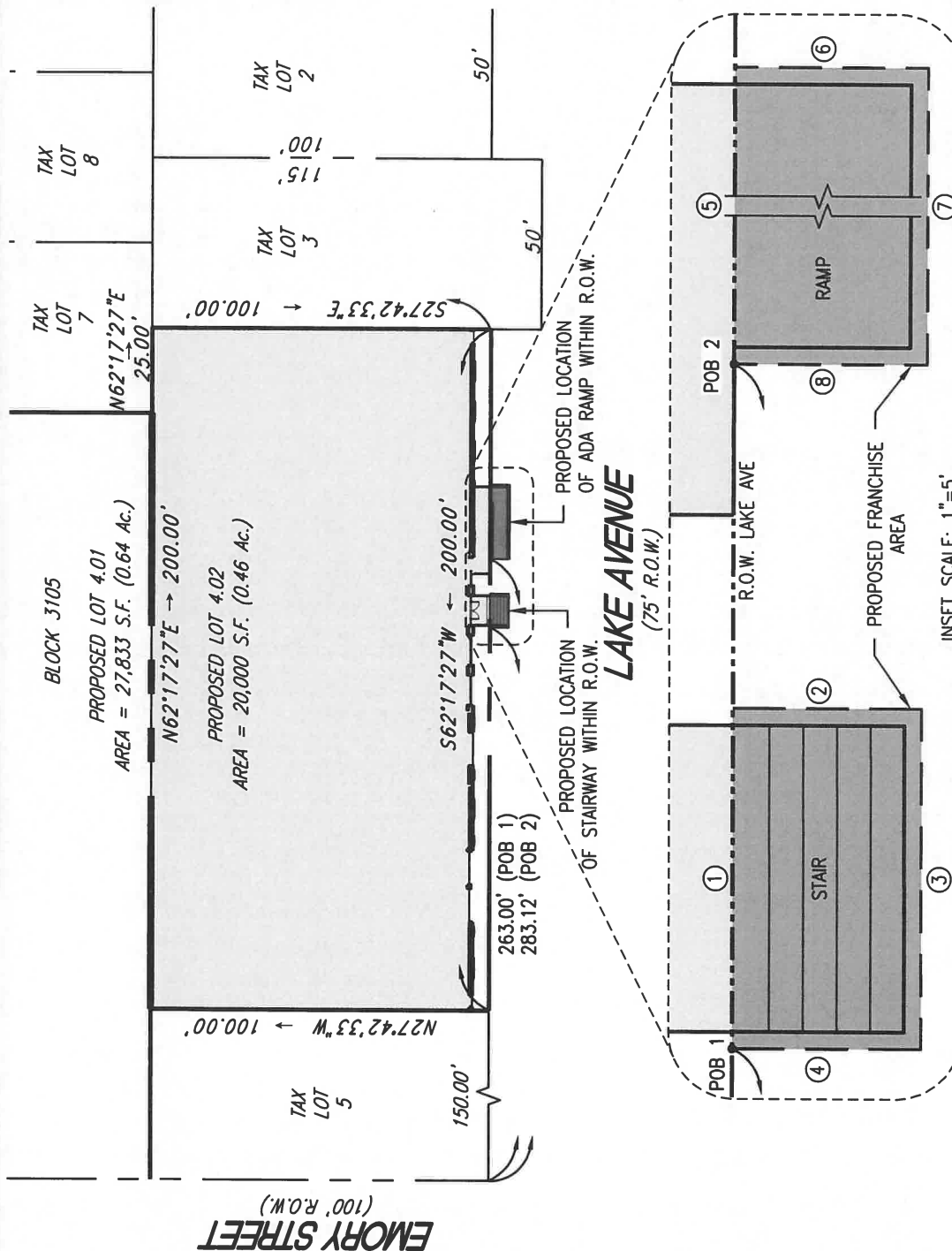
REFERENCES:

1. BOUNDARY AND EXISTING CONDITIONS BASED ON MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, TAX LOT 4, TAX BLOCK 3105, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY GTS CONSULTANTS, DATED 4/9/2015.
2. ARCHITECTURAL DRAWINGS TITLED, "545 LAKE AVENUE, PROPOSED RESIDENTIAL DEVELOPMENT, ASBURY PARK, NJ 07712", PREPARED BY JOSE CARBALLO ARCHITECTURAL GROUP, DATED 4/11/2017.



Joseph Mele 9-28-2017
JOSEPH MELE
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 NJ LICENSE NUMBER 24GB0432900

DRAWING NAME: PROPOSED FRANCHISE AREA PLAN EXHIBIT A-1	
DRWN BY: JPL	CHKD BY: JM
SCALE: 1"=50'	DATE: 9-19-2017
JOB NO: 10558-001	SHEET 1 OF 1



PROJECT: 545 LAKE AVENUE	
LOCATION: 545 LAKE AVENUE BLOCK 3105, LOT 4 CITY OF ASBURY PARK MONMOUTH COUNTY, NEW JERSEY	

OWNER/APPLICANT: COOKMAN COMMUNITY DEVELOPMENT URBAN RENEWAL, LLC 165 W 73RD STREET NEW YORK, NY 10023	
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DRESDNER ROBIN <i>Engineering, Environmental, Planning, Surveying and Landscape Architecture</i> 1 EVERTRUST PLAZA, SUITE 901 JERSEY CITY, NJ 07302 T: 201 217 9200 F: 201 217 9607	
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**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"
Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one-hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

DEVELOPER - The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by 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. 2018-21 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

CINDY A. DYE
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2018-27**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2018-4 (WHICH PROVIDES
FOR VARIOUS 2018 CAPITAL IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
FEBRUARY 28, 2018, TO AMEND THE DESCRIPTION SET
FORTH THEREIN**

**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 members thereof affirmatively concurring) AS
FOLLOWS:**

SECTION 1. Section 3(a) of Bond Ordinance Number 2018-4 finally adopted on February 28, 2018, by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City") entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$4,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,809,521 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), is hereby amended and supplemented to amend the description set forth therein, as follows:

“(ii) Various Safety And Other Improvements For Police And Fire Departments Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Traffic Signal Preemption Devices Including, But Not Limited To Main Street, Asbury Avenue, Springwood Avenue And Memorial Drive And Associated Transmitters In Emergency Vehicles; Three (3) Non-Passenger Vehicles, A Speed Trailer And Body Worn Cameras For The Police Department; A Non-Passenger Sports Utility Vehicle And Protective Gear for the Fire

Department; And An Ambulance For The Fire Department; And”

SECTION 2. Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

SECTION 3. 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 4. This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, if applicable, as provided by the Local Bond Law.

DATED: June 27, 2018

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2018

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2018-28**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING TRAFFIC AND
PARKING REGULATIONS CHAPTER VII**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning time limit, prohibited parking during certain hours, and permit 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; and

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. 2018-28 which was finally adopted by the City Council at a meeting held on the 27th day of June, 2018

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>Grand Avenue</u>	<u>West</u>	<u>8:30 a.m. to 3:30 p.m.</u>	<u>15 minutes</u>	<u>Beginning at a point 25 feet north of the northwest corner of Grand Avenue and Sewall Avenue and extending north 65 feet along with west curb line</u>

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)

Monday Through Friday

<i><u>Name of Street</u></i>	<i><u>Sides</u></i>	<i><u>Hours</u></i>	<i><u>Location</u></i>
<u>Monroe Avenue</u>	<u>North</u>	<u>7:00 a.m. to 7:00 p.m.</u>	<u>Beginning at a point 25 feet east of the northeast corner of Main Street and Monroe Avenue and extending east 25 feet along the northern curb line</u>

Tuesdays

<u>Heck Street</u>	<u>East</u>	<u>9:00 a.m. to 11:00 a.m.</u>	<u>Fifth Avenue to Asbury Avenue</u>
First Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue <u>Bergh Street</u>

Fourth Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Second Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Third Avenue	North	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street

Parking Prohibited During Certain Hours on Certain Streets—Continued

Thursdays

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Location</i>
<u>Heck Street</u>	<u>West</u>	<u>9:00 a.m. to 11:00 a.m.</u>	<u>Fifth Avenue to Asbury Avenue</u>
First Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Fourth Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Second Avenue	South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street
Third Avenue	a. South	8:00 a.m. to 5:00 p.m. Monday through Friday	Comstock Street easterly 230 feet to the entrance of Inspection Station [In addition to any and all other restrictions contained in Section 7-14, no person shall park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, on this portion of Comstock Street.]
	b. South	9:00 a.m. to 11:00 a.m.	Main Street to Grand Avenue Bergh Street

-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and employee permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
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Zone 5 (Ord. No. 2017-14)	Fifth Avenue	Grand Avenue	Bergh <u>Heck</u> Street	Both	All Times (Residential) – North Side, Residential-Only – South Side	No	Yes – Zone restricted
<u>Zone 5</u>	<u>Fifth</u> <u>Avenue</u>	<u>Heck</u> <u>Street</u>	<u>Bergh</u> <u>Street</u>	<u>Both</u>	<u>All Times (Residential)</u>	<u>No</u>	<u>Yes – Zone</u> <u>restricted</u>



Minutes
Meeting of the Municipal Council
Wednesday, June 27, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Absent	
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 stated that there were no prior matters to discuss.

Special Event Applications

Leesha Floyd reviewed the special event applications with the City Council.

Review of Agenda Items for June 27, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda items with the City Council.

Matters from City Council

Council Member Chapman stated that the 4th of July fireworks will begin at 9 a.m. She wished everyone a safe and happy 4th of July. She reminded everyone of the various concert series in town.

Council Member Clayton stated that this month is African American Music Appreciation Month. She invited everyone to celebrate and go view exhibits. She also indicated that if anyone has memorabilia to please bring and share.

Matters from City Manager

City Manager Capabianco stated that a Council Member wants to amend the sun shade to a multi-weather shade at Springwood Ave park. Needs to know Council's wishes as the bond ordinance needs to be amended.

Matters from City Attorney

City Attorney Raffetto stated that there were numerous noise complaints regarding the Festival of Life. The Police Department delivered a letter regarding possible action.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, June 27, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-237 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Absent	
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 Clayton and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

The following members of the public spoke: Jan Sparrow, Scott Aslong, Robert Weiner, Malcom Navis, Tom Pavinski, James Magnolia, Glen Massanello, Mark Studdy. Mike Sadano, Nancy Sabino, Peter Seagall, Ernest Mignoli, Jennifer Lambert.

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

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

1. Executive Minutes of Jun 13, 2018 8:00 PM
2. Municipal Council - Work Session - Jun 13, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Jun 13, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

- 2018-238 Resolution Approving Special Event Applications
- 2018-239 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - 2018 Clean Communities Grant
- 2018-240 Resolution Authorizing a "Dedication by Rider" to the Budget of the City of Asbury Park in the County of Monmouth For Parking Garage Pursuant to N.J.S.A. 40A:4-39
- 2018-241 A Resolution of the City of Asbury Park Releasing the Performance Bond for Block 2508, Lot 2 - 700 Bangs Avenue and Accepting Maintenance Guarantee
- 2018-242 Authorizing Execution Of A Shared Services Agreement With Passaic Valley Sewerage Commission for Sludge Disposal
- 2018-243 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing for 2018
- 2018-244 Resolution Accepting a Donation of a Parklet
- 2018-245 Authorizing the City of Asbury Park to Amend the Contract for the Rental of Stand-Up Paddle Boards, Kayaks, and/or other Recreational Devices to the Public in a Designated Area of the Deal Lake

INDIVIDUAL RESOLUTIONS

2018-246 Resolution Approving Payment of Bills

Council Member Chapman abstains from POs 18-01925; 18-00372; 18-01888; 18-00373 and 18-01880.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-247 Resolution Appointing Land Use Attorney

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-248 Resolution Appointing Alternate City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-249 Resolution Approving Change Order #5 for Fourth Avenue Improvements

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-250 Resolution Approving Change Order #6 for Fourth Avenue Improvements

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-251 Resolution Amending the Metered Parking Requirements for the Bangs Avenue Garage in the Downtown Area of the City, Effective the First Saturday of Each Month During the Time Period From July through September 2018

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-252 Resolution Adopting the Personnel Policy for 2018

Motion to approve with changes as discussed in closed session.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor
ABSENT:	Jesse Kendle

2018-253 Resolution Approving 2018-2019 Liquor License Renewals

The City Clerk announced the following changes to all liquor licenses adopted this evening:

The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-254 A Resolution Approving a Liquor License with Special Conditions for D.B. Ventures, LLC d/b/a Johnny Mac's for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is to remove condition A.4 of the resolution. Do I have motion to approve the amended resolution.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSENT:	Jesse Kendle

2018-255 A Resolution Approving a Liquor License with Special Conditions for Bond Street Bar & Grill, LLC (d/b/a Bond Street Bar and Grill, Capitoline and Loteria) for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is condition 1 that the Licensee shall hire two (2) off-duty police officers or one (1) off-duty police officer and one (1) security guard on Friday nights and Saturday nights and nights prior to holidays from 10:30 p.m. to 2:30 a.m. from the weekend before Memorial Day through the weekend after Labor Day and all major holidays. Do I have motion to approve the amended resolution.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-256 A Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2018-2019 Licensing Year

This resolution is being amended per the discussion that occurred in executive session this evening. The amendment is condition 15 that the Licensee shall have no new patrons after 1 a.m. Do I have motion to approve the amended resolution.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-257 A Resolution Approving the Renewal of Hotel Liquor License No. 1303-36-069-001, which is held by 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2018-2019 License Term

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

ORDINANCES

Introduction

2018-29 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Public Right-Of-Way Area Adjacent To the Property Located At 545 Lake Avenue (To Be Known As Block 3105, Lot 4.02).

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 7/11/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [3 TO 1]
	Next: 7/11/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Amy Quinn, John Moor
NAYS:	Yvonne Clayton
ABSENT:	Jesse Kendle

2018-27 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2018-4 (Which Provides for Various 2018 Capital Improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 28, 2018, to Amend the Description Set Forth Therein

Motion made by Deputy 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 Clayton and seconded by Council Member Chapman close the ordinance to the public. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

2018-28 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations Chapter VII

Motion made by Deputy Mayor Quinn and seconded by Mayor Moor to open the ordinance to the public. All were in favor.

The following members of the public spoke: Christopher (?)

Motion made by Mayor Moor and seconded by Council Member Chapman to close the ordinance to the public. All were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Yvonne Clayton
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk