



Agenda
Meeting of the Municipal Council
Wednesday, January 11, 2017
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order/Roll Call.

Silent Prayer/Moment of Reflection.

Salute to the Flag.

(Announcement by 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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

A. Call / Call To Order

Items for Review:

- I. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- II. Special Event Applications
- III. Review of Agenda Items for January 11, 2017 Regular Meeting
- IV. Discussion Items
 - 1. Payment in Lieu of Parking Ordinance
 - 2. New Jersey School Board Association Resolution for School Board Recognition Week
 - 3. Amendment to Personnel Policy
 - 4. Capital Program
- V. Public Participation
- VI. Adjournment

CITY OF ASBURY PARK
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ASBURY PARK, NJ 07712

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CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN
YVONNE CLAYTON
JESSE KENDLE

MICHAEL CAPABIANCO, CITY MANAGER

Memo

To: City Council
Michael Capabianco, City Manager

Cc: Fredrick Raffetto, City Attorney

From: Michael J. Manzella, PP, AICP, Transportation Manager

Date: December 2, 2016

Re: Recommended Payment-in-Lieu-of Parking Ordinance

The City has been assessing a payment-in-lieu-of parking (PILOP) fee in recent years to allow developers to reduce the amount of off-street parking that is required for a particular site within the Central Business District (CBD). The fee of \$3,000 per space can be paid in lieu of providing the minimum required off-street parking requirements. However, this PILOP fee has not been codified, and it has generally been deemed by many that the fee is too low, given a number of factors.

The City Parking Committee compiled rationale to raise the PILOP fee to \$25,000 per space. The rationale includes:

1. Per the Parking Committee, the cost of a parking space in two of the major condo complexes in the City are \$25,000-30,000.
2. Recent studies indicate that the cost of structured parking is approximately \$28,000 per space.
3. The revenue generated by an individual parking space in the City is approximately \$3,000 per year. At current rates, the revenue would be approximately \$30,000 per space over 10 years.
4. Each parked car that is added to the on-street parking network could be considered to remove almost \$3,000 in annual revenue since another vehicle could occupy that space.

The Director of City Planning and Redevelopment conducted an analysis of the CBD Redevelopment Area and determined that many of the major potential redevelopment parcels within the CBD Area have already received approvals and would be locked in at the \$3,000 per

space fee. There are potentially up to 12 additional parcels which may be eligible for an increased PILOP fee, should it be adopted.

Several other cities in New Jersey have adopted PILOP fees in their downtowns. The Borough of Metuchen adopted a PILOP ordinance in 2015 for its downtown area, establishing a fee of \$2,500 per required parking space for all affordable housing units and \$5,000 per required parking space for all other uses.¹ The City of Rahway Parking Authority assessed a PILOP fee of \$3,500 per parking space for a development project in 2013 to satisfy the developer's parking requirements². The Borough of Fort Lee established a PILOP fee for its Parking Improvement Parking of \$20,000 per parking space.³ PILOP fees have been utilized all over the nation as well. In a study "Parking Matters" prepared for the State of New Jersey in July 2006⁴, it was found that the average PILOP fee in the State of California was \$6,000 to \$9,000 per space. In the South Beach area of Miami Beach, FL, the PILOP fee was \$15,000 per parking space in 2006.

Upon review of a recent NJ League of Municipalities study, the cost per square foot for construction of structured parking in the was found to be between \$45 and \$90 per square foot.⁵ A study from Carl Walker in 2014⁶ found the cost of construction in New York City to be \$70.85 per square foot and the national median cost of \$18,038 per space. T&M Associates priced a structured parking space at approximately \$19,000. The industry standard for the area of a structured parking space is 300 square feet, which includes a 9' x 18' parking stall as well as associated drive aisles and common areas associated with the development of a parking garage.

One strategy that is recommended in the parking industry is to set the fee level attractively lower than the cost of constructing parking on-site in order to produce meaningful revenue while not discouraging development and redevelopment. Another strategy that may be employed in conjunction is to combine a lower base fee with per-space incremental fees that will allow the fee to be affordable for smaller developments, while incentivizing larger parcels to provide more on-site parking.

Based on a summary of the above findings, I recommend that the City of Asbury Park implement a base PILOP fee in the amount of \$14,500 per space with an incremental fee of \$500 per space. In order to prevent an overburden for the construction of affordable residential units, I recommend a base PILOP fee in the amount of \$7,750 per space with an incremental fee of \$250 per space for those units. The base fee that is recommended for non-affordable units corresponds to \$50/square foot for parking, which is lower than the typical cost per square foot in New Jersey. A sample incremental fee table for the non-affordable units is provided below.

¹ <http://ecode360.com/documents/ME1460/source/LF839039.pdf>

² <http://www.rahwayparking.org/Portals/0/Forms/Minutes/2013/05-13%20RPA%20Meeting%20Minutes.pdf>

³ <http://ecode360.com/10068172>

⁴ <http://www.state.nj.us/state/planning/publications/180-parking-matters-070106.pdf>

⁵ http://www.njslom.org/magart0306_pg72.html

⁶ <http://www.carlwalker.com/wp-content/uploads/2014/04/April-Newsletter-2014.pdf>

Number of Parking Spaces	Per Space Fee (\$14,500) plus Incremental Fee (\$500 x number of spaces)	Total PILOP Fee
1	\$15,000	\$15,000
2	\$15,500	\$31,000
3	\$16,000	\$48,000
4	\$16,500	\$66,000
5	\$17,000	\$85,000
6	\$17,500	\$105,000
7	\$18,000	\$126,000
8	\$18,500	\$148,000
9	\$19,000	\$171,000
10	\$19,500	\$195,000

However, it is believed that the development community will react to this figure unfavorably. With the implementation of a higher fee, the downtown will most likely see less residential units developed. The price must be such that downtown development is not impeded, but ensures that the downtown parking supply is not exasperated. Therefore, it is recommended that the City of Asbury Park implement a base PILOP fee in the amount of \$4,900 per space with an incremental fee of \$100 per space. For affordable housing units, the base PILOP fee would be \$2,450 per space with an incremental fee of \$50 per space. The base fee that is recommended corresponds to \$16/square foot for parking. A sample incremental fee table for non-affordable units is provided below.

Number of Parking Spaces	Per Space Fee (\$4,900) plus Incremental Fee (\$100 x number of spaces)	Total PILOP Fee
1	\$5,000	\$5,000
2	\$5,100	\$10,200
3	\$5,200	\$15,600
4	\$5,300	\$21,200
5	\$5,400	\$27,000
6	\$5,500	\$33,000
7	\$5,600	\$39,200
8	\$5,700	\$45,600
9	\$5,800	\$52,200
10	\$5,900	\$59,000

It is recommended that an ordinance be adopted to codify the PILOP fee for the CBD as soon as possible.

Sincerely,

Michael J. Manzella, PP, AICP
Transportation Manager

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

CITY OF ASBURY PARK GOVERNMENT

FORM OF GOVERNMENT

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

THE CITY COUNCIL

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

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

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

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

THE CITY MANAGER

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

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

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

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

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

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

EMPLOYEES OF THE CITY OF ASBURY PARK

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

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

DEFINITIONS

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

The City employs three (3) types of employees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Probation Period

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

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

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

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

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

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

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

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

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

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

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

International Association of Fire Fighters (IAFF) Local 384

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

Superior Officers Association (SOA) Local No. 6

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

All employee questions regarding specific union membership should be directed to the City Manager's office. The City Manager will direct the employee to the appropriate union representative.

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, 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

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.

Commented [O2]: From MEL updated language

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 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.

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.

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 whistleblower complaints is not subject to the limitations in the Grievance Policy.

RETALIATION

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

Video Surveillance

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

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

systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the City video surveillance camera systems or 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.

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, the City cannot require the employee to provide its password to his/her personal account.

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 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.

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.

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 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.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways

to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

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

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

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

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.

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.

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

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

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

Sick Leave

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

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
 Assistant Municipal Tax Collector
 Chief Sewerage Plant Operator
 Construction Official

Tax Assessor
 Tax Collector
 Assit. Public Works Superintendent
 Beach Supervisor

Dir. of Community Development
 Dir. of Community Relations and Social Services
 Dir. of Economic Development Program
 Supervisor of Senior Citizen Program
 Program Coordinator/Facilitator
 Supervising Accountant
 Supervising Data Processing Operator
 Supervising Laborer

Chief Housing Inspector
 Mechanics Foreman
 Municipal Court Administrator
 Planning Director
 Program Monitor
 Public Health Nurse
 Sub-Code Official
 Supervising Maintenance Repair

APPENDIX B
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 _____

TO BE COMPLETED BY THE CITY MANAGER

Circle One:

REQUEST IS: APPROVED DISAPPROVED

(City Manager)

Date

Appendix D DONATED LEAVE

PROGRAM DONOR

TRANSFER FORM

TO BE COMPLETED BY THE DONOR AND SUBMITTED TO THE DONOR'S SUPERVISOR FOR PROCESSING TO
THE CITY OF ASBURY PARK

I HERBY DIRECT THE City of Asbury Park to transfer ____ vacation day(s) and/or ____
sick day(s) to the donated leave fund to be used by _____ (specify
name of intended recipient).

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

PRINTED NAME:

SIGNATURE:

DATE

DEPARTMENT _____ OFFICE PHONE _____

FOR USE BY THE CITY:

Your request to transfer the above sick day(s) _____ has been approved _____.
has been disapproved ____.

Reason(s) if disapproved:

 City Manager

 Date

Appendix E Donated Leave
Program

DONATED LEAVE REQUEST FORM

THE FORM MUST BE COMPLETED BY THE RECIPIENT AND SUBMITTED TO THE RECIPIENT'S SUPERVISOR
FOR PROCESSING TO THE CITY OF ASBURY PARK

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s)

- 3a. I have attached a doctor's certification attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:

- 3b. I have attached a doctor's certification attesting to the nature of _____
(name) catastrophic health condition or injury. This person is my _____
(specify family relationship).
- 4.I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that receipt of donated leave will not preclude the City from filing disciplinary charges, if applicable.

8. I represent that I have used all of my accrued leave (sick/vacation and personal) and/or compensatory time prior to receipt of any donated leave time.

Recipients Name:	Office Tel:
Signature:	Date:
Recipients Depart:	

Appendix F

DEPARTMENT HEAD REQUEST FOR NEW HIRE/PROMOTION

This form is to be used by Department Heads ONLY

Use this form to request the hire of new employees and promotional requests. Complete this form and submit to the City Manager for approval prior to beginning your search for new employees or requesting a list from the Civil Service Commission.

DEPARTMENT _____

TITLE: _____ NUMBER OF POSITIONS: _____

Circle one: FULL TIME PART TIME

TEMPORARY EMPLOYMENT? YES NO

NOTIFICATION OF TEMPORARY STATUS: _____

Circle one: NEW HIRE PROMOTION

IF PROMOTION, SPECIFY TITLE CHANGE:

FROM: _____ TO: _____

RESIDENCY – Circle One

ASBURY PARK ONLY COUNTY SURROUNDING COUNTIES STATE

BUDGET ALLOCATION

Circle One: GRANT ALLOCATION REGULAR (NON –GRANT)

IF GRANT, SUPPLY INFORMATION REGARDING THE SPECIFICS OF THE GRANT:

APPROXIMATE HIRE DATE: _____

REQUESTED BY: _____
(Print Name) (Signature)

TO BE COMPLETED BY THE CITY MANAGER

Circle One:
REQUEST IS

APPROVED

DISAPPROVED

City Manager

(Date)

Appendix I

COMMERCIAL DRIVERS LICENSES DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF ASBURY PARK

PURPOSE:

The purpose of this program is to comply with federal and state statutes which require drug and alcohol testing for commercial drivers licensed Employees, and maintain a safe drug free work environment.

AUTHORITY:

This policy is intended to comply with all applicable federal and state statutes which relate to regulations relating to Commercial Drivers Licensed Employees, including but not limited to the following.

49 CFR Part 40: Procedures for Transportation Workplace Drug Testing Programs.

49 CFR, Part 391: Subpart H, Controlled Substance Testing, Covering Federal Highway Administration (FHWA) and controlled drivers.

Section 382-401 Federal Motor Carrier Safety Regulations

49 CFR, Part 394: Notification and Reporting of Accidents

CITY OF ASBURY PARK POLICY:

In an effort to ensure that the City of Asbury Park complies with Department of Transportation Regulations, a drug and alcohol testing program will be in effect for all commercial drivers licensed holders, hereinafter referred to as employees. This program will provide for pre-employment, random, post-accident testing, reasonable suspicion, return to duty, and follow-up testing. The City has retained an independent contractor, (Hereinafter referred to as the agent), to manage and administer the testing program.

Any employee possessing a commercial driver license reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor will first seek another supervisor's opinion of the employee's status. The supervisor will subsequently consult privately with the employee about the observation. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be required to be tested for alcohol and illicit substances,

depending on the supervisory determination of the observed impairment. (Under no circumstances will an impaired employee be allowed to drive.)

Prescription drugs prescribed by the employee's physician which do not adversely affect safety or work performance may be taken during working hours. The employee should notify the supervisor of the use of any properly prescribed prescription drugs which may adversely affect the employee's work performance. The abuse of prescription drugs will not be tolerated.

TESTING PROCEDURES:

The Department of Transportation rules require drug and alcohol testing for employees possessing Commercial Driver's licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing. Below you will find explanations of how this testing will be performed.

Drug Testing:

All drug testing required by the City of Asbury Park will be performed in accordance with Department of Transportation guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana, and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under Department of Transportation guidelines by a City employee.

Drug testing shall be by urinalysis using split samples. Split sample testing requires the specimen be divided into two separate bottles during the collection process. These two bottles are designated as (1) the primary specimen which shall contain no less than 15 ml of urine, and (2) the "split" specimen which shall contain no less than 15 ml of urine. Upon arrival at the laboratory the primary specimen will be opened and tested. In the first screening test, immunoassay techniques are used to screen urine specimens for classes of drugs. In the second or confirmation test, any positive results found in the first screening will be confirmed using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of specific drugs. Not test result will be reported by the laboratory to the Medical Review Officer (MRO) as a positive drug test result unless both the initial screening test and the confirmation test are positive.

The laboratory shall report the test results to the Medical Review Officer (MO) who shall evaluate the chain of custody, urine custody form, and test results. If a test is reported positive by the laboratory, the MRO will interview the employee to make an independent evaluation of whether the test should be reported as negative or positive. The MRO will report the results of a drug test to the City's designee.

Should an interview with the employee be necessary, the MRO will make two attempts on consecutive business days to call the employee. Should the MRO fail to make contact, he/she shall contact the City's designated representative to request that the employee contact the MRO.

The City's designated representative shall inform the employee of the MRO request in a confidential matter. Failure to respond within five days will be noted by the MRO when positive results are reported. If the MRO and the City's designated representative are unable to contact the employee; the

employee may be placed on unpaid medical leave pending dismissal. It is the employee's responsibility to provide a phone number at which he/she can be contacted on the chain of custody form.

Alcohol Testing:

The Department of Transportation rules require breath testing for alcohol. This testing must be done using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). This testing can only be performed by a Breath Alcohol Testing Technician (BAT) that is certified in the equipment being used. The testing rules, regulations and outcomes shall follow Federal and State rules.

PRE-EMPLOYMENT TESTING:

All prospective employees applying for positions that require a commercial Driver's License will be required to undergo a pre-employment test for the presence of illicit drugs. Receipt by the City of negative test results is required prior to engaging in any safety sensitive function or an offer to employment. A positive test result will disqualify an applicant from further consideration at that time.

Failure to keep an appointment with the agent, which was previously agreed to by both the prospective employee and the Agent, will be viewed as an attempt to elude the testing or alter its results. No further consideration for employment will be given the prospective employee at that time.

Employability Proof:

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

RANDOM TESTING:

All employee's covered by service contracts which require random testing and all employees who must have Commercial Driver's License to perform their duties for the City will be subject to random, unannounced alcohol and drug testing. Selection criteria, number of tests and test frequency will be determined by the language of FHWA regulations and will be communicated to employees by City management of Agent.

Upon notification of selection, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to elude the test or alter its results and could result in disciplinary action up to and including termination.

REASONABLE SUSPICION TESTING:

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long and short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to, the following:

Adequate documentation of unsatisfactory work performance or on-the-job behavior.

Physical signs and symptoms consistent with substance abuse.

Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, alcohol, or drugs.

Fights, assaults, or flagrant disregard of violations of established safety, security or operating procedures.

Reasonable cause testing determination will be made by a supervisor 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)

Department	Item	Hard Cost	2:20 Cost	Total Cost	Notes
Recreation	Van	\$0	\$0	\$0	To replace 1998 van (from previous year?)
Police	Three cars	\$150,000	\$0	\$150,000	Annual replacement program
Police	Accreditation Upgrades	\$35,000	\$0	\$35,000	Building improvements
Social Services	Van	\$45,000	\$0	\$45,000	To replace bus, no CDL license required
DPW	Sweeper	\$285,000	\$0	\$285,000	New sweeper (mechanical full size; not little one)
DPW	Vehicle	\$50,000	\$0	\$50,000	Pickup truck
Building	Vehicle	\$45,000	\$0	\$45,000	Annual replacement program/ old vehicle to other department
Administration	General Plant	\$70,000	\$0	\$70,000	Security measures
Administration	IT	\$75,000	\$0	\$75,000	City wide
Planning	Main St Streetscape	\$150,000	\$0	\$150,000	As part of DOT project that DOT will not cover; grant applied for so this might just be to supplement grant
DPW	Lighting	\$275,000	\$25,000	\$300,000	Replace traffic light (1) and 4 control boxes
Fire	Personal Protective Gear	\$50,000	\$0	\$50,000	2nd year of annual replacement program
Police	Vehicles electronics	\$45,000	\$0	\$45,000	Upgrades to various cars
Administration	General Plant	\$45,000	\$0	\$45,000	Equipment: cabinets, carpet, etc.
Administration	Garbage cans	\$35,000	\$0	\$35,000	Around the City
Soft cost fees	Soft costs	\$0	\$20,000	\$20,000	Cost associated with Capital Ordinance
General Capital Total				\$1,400,000	

Department	Item	Hard Cost	2:20 Cost	Total Cost	Notes
Administration	Road Repaving	\$1,000,000	\$600,000	\$1,600,000	Road Repaving; Construction Admin fees

Total:
\$3,000,000



Agenda
Meeting of the Municipal Council
Wednesday, January 11, 2017
REGULAR MEETING 7:00 PM

I. Executive Session - 4 pm

2017-46 Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Agreement
2. Michaels Group and Interfaith neighbors Development Property Transfer Proposal

B. Personnel

1. Table of Organization for Police Department
2. Police Director Position
3. Court Personnel

II. 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 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Recognition of the City of Asbury Park High School 2016 Varsity Soccer Team

F. Matters from City Council

G. Matters from City Manager

H. Matters from City Attorney

I. Public Participation

J. Minutes

- Municipal Council - Regular Meeting - Dec 28, 2016 7:00 PM

K. 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.

2017-47 Resolution Approving Special Event Applications

2017-48 Award of Contract for Regional Contribution Agreement Project (614 Second Ave.)

L. Individual Resolutions

2017-49 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

2017-50 Authorizing One Year Extension for the Contract With Real Property Data and Verification Services

2017-51 Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

2017-52 Authorizing the City of Asbury Park to Grant a License to Permit Improvements in an Area of the City Right-Of-Way Adjacent to the Property Located at 901-911 Asbury Avenue, Block 403, Lot 8

2017-53 Resolution of the City of Asbury Park Authorizing Verizon Wireless to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Asbury Park

M. Ordinances

1. Introduction

2017-1 Amending and Supplementing Chapter II “Administration” Section 2-47.6b “Representation” (Sunset Lake Commission) of the “Code of the City of Asbury Park, New Jersey.”

N. Adjournment



Minutes
Meeting of the Municipal Council
Wednesday, December 28, 2016
REGULAR MEETING

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.

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 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

MATTERS FROM CITY COUNCIL

Council Member Clayton thanked all the organizations who collected coats and toys for the holidays. She also announced the winners of the decorating contest. On a personal note she thanked the Police Officer who helped her when she locked herself out of her home. She wished everyone Happy New Year.

Council Member Kendle requested an update of the Westside Community Center at a future meeting. He wished everyone a Happy New Year.

Deputy Mayor Quinn thanked Connie Breech and the Asbury Park Toy Drive for a great job.

Mayor Moor also thanked those organizations who assist during the season. He wished everyone Happy New Year. He requested the status of the Sunset Lake footbridge.

MATTERS FROM CITY MANAGER

City Manager Capabianco had no matters to discuss.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto had no matters to discuss.

PUBLIC PARTICIPATION

Council Member Kendle made a motion to open the meeting to the public. Council Member Clayton seconded the motion. All were in favor.

The following members from the public spoke: Ernest Mignoli.

Deputy Mayor Quinn made a motion to close the meeting to the public. Council Member Chapman seconded the motion. All were in favor.

MINUTES

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

1. Municipal Council - Work Session - Dec 12, 2016 6:00 PM **Accepted**
2. Executive Session Minutes of Dec 14, 2016 5:00 PM
3. Municipal Council - Regular Meeting - Dec 14, 2016 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2016-477 Resolution authorizing the payment of payroll in the amount of \$955,506.98

2016-478 Authorizing Compensation Payment to Clint Davis upon His Separation of Employment

2016-479 Public Health Nursing Services January 1, 2017 – December 31, 2017

2016-480 Award of Contract for Regional Contribution Agreement Project (825 Dunlewy Street)

2016-481 Resolution to Credit Sewer Account 1505-2 1608 Sewall Ave

INDIVIDUAL RESOLUTIONS

2016-482 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from PO 16-03824 and 16-01067.

Minutes Acceptance: Minutes of Dec 28, 2016 7:00 PM (Minutes)

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

2016-483 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

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

2016-484 Resolution Authorizing Changer Order #1 for the Wastewater Treatment Plant Generator Relocation Project

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

2016-485 Resolution Authorizing Change Order Number 4 for Springwood Avenue Park

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

2016-486 Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

RESULT: **TABLED [UNANIMOUS]**

Next: 1/11/2017 7:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: John Moor, Mayor
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2016-487 Authorizing a Contract with Thomas P. Miller & Assoc. to Complete a Workforce Development Plan

City Manager Capabianco provided an explanation of the resolution.

The City Council had questions regarding the award of the contract.

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

2016-488 Authorizing award to SPCA for Animal Control

Minutes Acceptance: Minutes of Dec 28, 2016 7:00 PM (Minutes)

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

2016-489 A Resolution of the City of Asbury Park Releasing the Performance Bond for 600 Grand Street, 405 Monroe Avenue, 410-412 Sewell Avenue, Block 3205, Lots 13-15 (Formally Known as Lots 1-12) at Grand, Sewall, & Monroe Avenues & Heck Street And Accepting Maintenance Guarantee

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

2016-490 Authorizing the City of Asbury Park to Grant a License to Permit Improvements in an Area of the City Right-Of-Way Adjacent to the Property Located at 901-911 Asbury Avenue, Block 403, Lot 8

City Manager Capabianco provided an explanation to the Council.

RESULT: TABLED [UNANIMOUS]
Next: 1/11/2017 7:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2016-491 Authorizing the City of Asbury Park to Grant a License to Permit an Encroachment into an Area of the City Right-Of-Way Adjacent to the Property Located at 618 Mattison Avenue, Block 2403, Lot 3

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

2016-492 Authorizing the Acquisition, Support and Maintenance of Proprietary Software from Target Solutions

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

ORDINANCES

Second Reading/Public Hearing

2016-49 An Ordinance Amending And Supplementing Chapter IV “General Licensing”, Section 4.9 “Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes”, Subsection 4.9-5 “Annual Licensing Fees” of the “Code of the City Of Asbury Park, New Jersey.”

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

There being no public comment, motion made by Council Member Clayton and seconded by Council Member Chapman. All were in favor.

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

2016-50 An Ordinance Amending and Supplementing Section 4-1 “Business Licenses” by Amending Subsections 4-1.4 “Fees” and Section 4-1.9 “Standards of Operation; Revocation or Suspension; Complaints” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

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

There being no public comment, motion made by Mayor Moor and seconded by Council Member Kendle. All were in favor.

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

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled “Penalties,” of Section 3-38 “Use Of Bicycles,” Of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey.”

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

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Clayton. All were in favor.

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

2016-52 Vacating and Dedicating Boston Way Right Of Way

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

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

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

2016-53 An Ordinance Amending Chapter XIII “Property Improvement and Neighborhood Preservation – Property Maintenance Code”

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

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

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

2016-54 An Ordinance Amending And Supplementing Chapter XXX “Land Development Regulations”, Chapter 30-21 “Planning Board”, Subsection 30-21.1 “Establishment and Membership”

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

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Clayton. All were in favor.

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

2016-55 Amending and Supplementing Subsection 4-10.4, Entitled “Fees,” of Section 4-10, “Permits for Special Events,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

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

There being no public comment, motion made by Council Member Kendle and seconded by Council Member Chapman. All were in favor.

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

2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

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

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

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

2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

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

There being no public comment, motion made by Council Member Clayton and seconded by Council Member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



RESOLUTION NO. 2017-47

**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 January 11, 2017 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Red Bull Switchboard
2. The second annual Lobster Run
3. NJCASA Annual SAAM 5k
4. This One's For You Walk
5. Asbury Fresh
6. Take Steps for Crohns & Colitis Foundation Walk
7. Mind Travel Silent Piano Concert
8. Asbury Park Sheehan Classic 5k & Kids races
9. American Cancer Society Relay for Life
10. Shoreline Heart Walk
11. Free to Breathe Run/Walk for Lung Cancer
12. Weddings:

Spiegel/McPhee	7/2
Michlovitz/Hammond	7/30
Robinson/Price	8/5

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. 2017-47 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 12th DAY OF January, 2017.

CINDY A. DYE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: RED BULL SWITCHBOARD

DATE(S): 2/4/17 Rain Date: _____
HOURS OF EVENT: From 6:30 AM To: 10:00 AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

CASINO: SKATE DOWL, PARKING LOT, BEACH DIRECTLY BEHIND

Name of Applicant/Organization: JOSH PIERCE / RED BULL

Address: 212 West 18th NY NY 10011

Contact: JOSH PIERCE Phone: (929) 354-8421

Fax: _____ Email: josh.pierce@us.redbull.com

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Open surfing from the hour of 8am-9:30am
with transportation arriving to bring participants
to W. Creek for the afternoon.

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

OVER

Packet Pg. 12

Attachment: special events cm 111 (2017-47 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 110ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:**Personnel w/ delegated responsibilities as well as tools / material to ensure cleanup.**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:**Lifeguards for 2 hours during Surfing**NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.**

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

12/20/16

Print Name of Applicant

JOSE PIERCE

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 1,080.00

Total Fees Collected \$ _____

Packet Pg. 13



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: The Second Annual Lobster Run

DATE(S): 4/15 - 1/2017 Rain Date: _____

HOURS OF EVENT: From 12 noon To: 4:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk in Asbury Park

Name of Applicant/Organization: Littoral Society + The Langosta Lounge

Address: 18 Hautshorne Drive, Suite 1 Highlands, NJ 07732

Contact: Laurie Bratone / Jim VanHemmen Phone: _____

Phone ~~to~~: 732-291-0055 x 103 Email: Laurie@littoral.society.org / Jim@littoral.society.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This Run/Walk will begin with a staggered start to minimize the number of participants on the course. This will also insure a staggered interest in the restaurant portion of the race.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 900 Max
 ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$40
 VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Security and course management will be handled by Littoral Society volunteers and Split Second Racing.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: N/A

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Douglas E. Reie
 Signature of Applicant

11/21/2016
 Date

Doug Reie For the Littoral Society
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ 50.00

TOTAL Fees collected \$ 50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: NJCASA Annual SAAM 5K

DATE(S): 5/6/2017 Rain Date: NA
HOURS OF EVENT: From 7:00Am To: 11:30

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk at 5th Ave Entrance and route as indicated on attached map

Name of Applicant/Organization: New Jersey Coalition Against Sexual Assault (NJCASA)

Address: 3150 Brunswick Pike Lawrenceville, NJ 08648

Contact: Robert Baran Phone: 609-631-4450 ext. 1207

Fax: NA Email: rbaran@njcasa.org

Non-Profit? Yes X No Tax Exempt ID Number: 22-2970344

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

Our annual 5K along the route indicated on the attached map

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

OVER

Attachment: special events cm 111 (2017-47 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200-250ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH approx \$35 registration fee

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Volunteers and agency staff

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: standard EMT presence

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.



Signature of Applicant

11/28/2016

Date

Robert Baran (Assistant Director, NJCASA)

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 50.00

TOTAL Fees Collected \$ 50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: "This One's For YOU" in memory of Joseph Fuge 1

DATE(S): May 13th Rain Date: _____
HOURS OF EVENT: From 8am To: 11 am / 12pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk / would like to discuss options with you.

Name of Applicant/Organization: Amanah Fuge 1

Address: 2 Topete Road Manalapan, NJ 07726

Contact: 732-570-5282 Phone: 732-617-0386

Fax: _____ Email: _____

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate (in the process of creating foundation)

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

I would like to set up this fundraising event / walk on the Asbury boardwalk in memory of my father Joseph who was a 9/11 first responder - passed away from pancreatic cancer. I'd like to fundraise for pancreatic cancer research.
On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT?

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100-150ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$50.00 for the walkVENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH N/AWILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: we will clean up after event

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: we just need part of the boardwalk to host our walk.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Amande Tigel

Print Name of Applicant

Date

8/25/16

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Total Fees collected \$50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Asbury Fresh

DATE(S): SAT/SUN 24 weeks Rain Date: N/A

HOURS OF EVENT: From 6/14 - 11/19 To: _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park

Name of Applicant/Organization: Asbury Fresh

Address: 619 LAKE Ave 3rd FL Asbury Park NJ 07712

Contact: BRET MORGAN Phone: 973 783 2100

Fax: _____ Email: TEAM @ ASBURYFRESH.COM

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

weekly Farmers and makers market
24 weeks running on SAT AND SUNDAY
Starting 6/11 AND ending 11/19

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$40WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: OUR STAFF WILL MANAGEALL ORGANIZATIONAL ASPECTS OF THE MARKETDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NONENOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____

Total Fees Collected \$ _____

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Total Fees Collected \$

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Take Steps for Cohn's & Colitis Foundation

DATE(S) 5/21/17 or 5/17/17 Rain Date: N/A

HOURS OF EVENT: From _____ To: _____
9:00 AM 12:00 PM. Setup 6:00 AM Takdown Finished 3:

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park Festival & Activities
Walk on Boardwalk

Name of Applicant/Organization: Cohn's & Colitis Foundation of America- NJ ch

Address: 45 Wilson Avenue Manalapan, NJ 07728

Contact: Lisa Champion Phone: 732-786-9960 x2

Fax: 732-786-9964 Email: lchampion@ccfa.org

Non-Profit? Yes ☒ No _____ Tax Exempt Number 13-6193105

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

We would like to setup an event in Bradley Park. Our event is a walkathon to raise awareness & funds for CCFA.

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

Attachment: special events cm 111 (2017-47 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400 to 450 walkersADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH * Donation suggestedVENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH * sponsorshipsWILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:

5th Ave & Ocean Ave to cross walkers to boardwalk, explained on walk route attachm
 PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOSAL OF TRASH AND DEBRIS: See Attachments

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: See Attachments

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.

Lisa Champion
 Signature of Applicant

9/17/16
 Date

Lisa Champion
 Print Name of Applicant

App fee Pd: \$50.00
 other fees to be determined

Attachment: special events cm 111 (2017-47 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

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PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Mind Travel: A Live-to-headphones 'Silent' Piano Concert

DATE(S): August 20, 2017 Rain Date: August 27, 2017

HOURS OF EVENT: From: 7:30 pm to: 9:30 pm **set-up will begin as early as possible based on beach traffic. We understand that set-up can't impede beach operations for the day and that the beach officially closes at 6 pm**

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Seventh Avenue beach

Name of Applicant/Organization: Murray Hidary Foundation / Mind Travel

Address:

c/o Irene Vega
303 South Broadway, Ste 105
New York, NY 10591

Contact: Joanna Bowzer Phone: 917-748-8418

Fax: _____ **Email:** joanna.bowzer@gmail.com

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 13-4149185

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Mind Travel Sunset Headphone Concert is a 'silent' piano event where the audience enjoys the music through headphones, which are linked up with a transmitter connected to the piano. There is no need to bring in seating for the audience as the experience is designed for people to enjoy while sitting on blankets, beach towels or beach chairs they the audience brings. Further, the event happens at sunset so the main event doesn't impede regular beach operations for the day. These concerts have been done on beaches across the country from Santa Monica to Miami.

Attachment: special events cm 111 (2017-47 : Special Event Applications)

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

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300-400

ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$15-\$25

We do charge for tickets to Mind Travel events but also work under the mantra that no one should be turned away due to financial circumstances. As such, we always put aside a number of tickets to offer on a complimentary basis and also provide a number of discount codes to different constituents (veterans, LGBTQ community, etc.)

For this event, we would like to partner with a few local organization(s) to provide free or greatly reduced ticket options. Some of those include: The NJ Dept. of Military and Veteran's Affairs, QSpot LGBT Community Center and Hope Academy.

VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Mind Travel works with a team of volunteers for each experience who are responsible for set-up, audience check-in/check-out and cleanup. We find that most beach concerts require very little clean up as the audience who attend bring their own blankets/beach chairs and refreshments where allowed.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

Total Fees Collected: \$250.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: American Cancer Society Relay For Life

DATE(S): September 23, 2017 Rain Date: _____

HOURS OF EVENT: From 10:00am To: 10:00pm

* These hours include set-up & breakdown

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: American Cancer Society, Inc.

Address: 2310 Route 34, Suite 1D, Manasquan, NJ 08736

Contact: Crystal Figueroa Phone: (732) 292-4279

Fax: (732) 528-8162 Email: crystal.figueroa@cancer.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 13-1788491

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Relay For Life is a ceremonial overnight team walk to raise awareness and funds for the American Cancer Society. Participants will form groups/teams which will be limited to camp overnight on the beach. The actual walk will take place on the boardwalk from 6th - 7th Ave. More descriptive info attached.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300-500ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

We will work with the city to determine all needs and requirements and fulfill them accordingly. Event will be responsible for all collection and proper disposal of recycling. We will provide professional security.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NoneNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Crystal Figueroa
Signature of Applicant3/23/16
DateCrystal Figueroa
Print Name of Applicant

* please note this application was paid summer 2015

For Special Events Office Use:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Total Fees Collected \$50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Shoreline Heart Walk

DATE(S): ^{Setup} Saturday, September 30, 2017 & ^{Walk on October 1, 2017} Set-up on Friday, September 29, 2017 Rain Date: N/A
HOURS OF EVENT: From 5:30 AM To: 3:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: Bradley Park

Name of Applicant/Organization: American Heart Association [American Stroke Association

Address: 1 Union Street, Suite 301, Robbinsville, NJ 08691

Contact: Lena Siddiqi Phone: 609-223-3711

Fax: 609-223-3670 Email: Lena.Siddiqi@heart.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 13-5613797

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

The Heart Walk is the American Heart Association's premiere event for raising funds to save lives from this country's No. 1 and No. 5 killers - heart disease and stroke. Designed to promote physical activity and heart-healthy living, the Heart Walk creates an environment that's fun and rewarding for the entire family. The Shoreline Heart Walk is part of this initiative and serves as the cornerstone walking, recognition and celebration event which annually brings together hundreds helping raise funds to support lifesaving cardiovascular research in an effort to fight our No. 1 and No. 5 health threats: heart disease and stroke.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 2,000

ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

Hire at least 2 off duty police officers from 8:00 am to 12:00 pm. One would provide security for walker donations and one would help direct traffic. Use trash barrels and recyclable material barrels for trash and any recyclable materials.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Lena Sider
Signature of Applicant

11/14/16
Date

Lena Siddiqi
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Total fees collected \$50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Free to Breathe Run/Walk for Lung Cancer

DATE(S): October 21, 2017 Rain Date: n/a

HOURS OF EVENT: From 8:30 To: 12pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Madison Margette Field; Full Boardwalk
Green Space
Event Chair

Name of Applicant/Organization: Jessica Fioretti / Free to Breathe

Address: 1 Point Place Suite 200

Contact: Sara Peterson (EventManager) Phone: 908 770 7263

Fax: 609 833 7906 Email: jessfioretti@hotmail.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 45-0505050

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: 5K Run plus a walk
to fundraise for Lung Cancer. DJ and tents on green
space - tents won't be staked in ground

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

OVER

Attachment: special events cm 111 (2017-47 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$30 Registration fee -
VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____ adults \$20 Reg. fee
KidsWILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Garbage: Will ask Public Works
for garbage cans & recycling bins. Event committee
will clear up

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 50-Total Fees Collected \$ 50.00

Total Fees collected \$50.00

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Sun. 7/2/17 Ceremony start time: 6:30

Setup time: 5:00pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave. Beach

Names of Couple getting married: Sara Spiegel and Gavin McPh

Address: 180 Montague St. City, State, Zip Code Brooklyn, NY 1120

Day Phone: 917-846-6440 Evening Phone: —

E-mail Address: SARA483@aol.com

Other Pertinent Information

Number in wedding party: 10

Number of people attending wedding ceremony 125

Will any of the following equipment be used:

PA System: — yes X no

Chairs: X yes — no If yes, how many 125

Archway: X yes — no

Canopy/tent: — yes X no (if larger than 30x30, a fire permit is required)

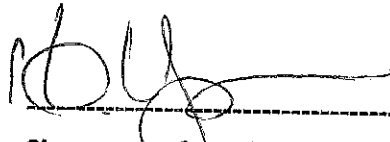
Other: Falco's Catering to coordinate.

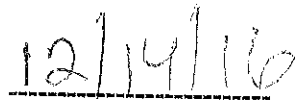
Attachment: special events cm 111 (2017-47 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding.

I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance ☒

Attachment: special events cm 111 (2017-47 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Sun 7/30/17 Ceremony start time: 6pm

Setup time: 4:30pm Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 6th Ave. Beach

Names of Couple getting married Samantha Michlovitz + Zach

Address: 144 Meadow Circle City, State, Zip Code Mays, Hammon

Day Phone: 717-503-8498 Evening Phone: Lansing, NJ 083

E-mail Address: sam.michlovitz@gmail.com

Other Pertinent Information

Number in wedding party: 12

Number of people attending wedding ceremony 150

Will any of the following equipment be used:

PA System: yes X no

Chairs: X yes no If yes, how many 150

Archway: X yes no

Canopy/tent: yes X no (if larger than 30x30, a fire permit is required)

Other Falco's Catering to coordinate.

Attachment: special events cm 111 (2017-47 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

12/14/16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Insurance ☒

Date of payment _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Sat 8/5/17 Ceremony start time: 10:00

Setup time: 4 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 10th Ave Beach

Names of Couple getting married: JAYNAE ROBINSON & MALQUAN?

Address: PO Box 10607 City, State, Zip Code DAKHURST PRIDE NJ 07753

Day Phone: 732-660-9000 Evening Phone: _____

E-mail Address: EMILYSATERING@VERIZON.NET

Other Pertinent Information

Number in wedding party: 6

Number of people attending wedding ceremony 80

Will any of the following equipment be used:

PA System: _____ yes X no

Chairs: X yes _____ no If yes, how many 80

Archway: X yes _____ no

Canopy/tent: _____ yes X no (if larger than 30x30, a fire permit is required)

Other _____

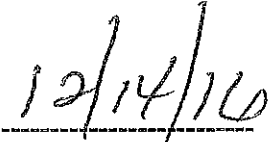
Attachment: special events cm 111 (2017-47 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



Signature of Applicant



Date

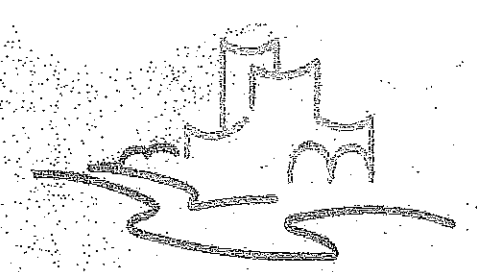
For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance ✓

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: ASBURY PARK SHEEHAN CLASSIC 5K + KIDS RACES

DATE(S): SAURDAY AUGUST 12, 2017 Rain Date: NONE
HOURS OF EVENT: From 6:00AM To: 2:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

RACE START AND SETUP AT BRADLEY PARK - FINISH ON BOARDWALK

Name of Applicant/Organization: PHILIP HINCH - JERSEY SHORE RUNNING CLUB
Address: 30 RIVERDALE AVE MONMOUTH BEACH, NJ 07750
Contact: PHILIP HINCH Phone: 732-233-8546
Fax: _____ Email: phinch@comcast.net
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 22-3481180
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: 14th ANNUAL
5K RUN TO BENEFIT LOCAL NON-PROFIT ORGANIZATIONS.
START AT BRADLEY PARK, RUN THROUGH STREET, FINISH ON BOARDWALK. (MAP)
KIDS RACES FOLLOW MAIN EVENT ON THE GRASS IN THE PARK

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

OVER

Attachment: sheehan classic 5k (2017-47 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 2,000ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$25 TO \$30VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:COURSE MAP ATTACHED

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ASBURY PARK POLICE AND VOLUNTEERS FOR COURSE SECURITY. PUBLIC WORKS FOR BARRICADES ON SPRETTIS AND GARABALE CANS IN PARK. PLEASE HAVE STRAINER SYSTEM TURNED OFF

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

POLICE, PUBLIC WORKS, FIRE & A2 FINISHNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Philip J. Hinch
Signature of Applicant

11/16/2016
Date

Philip J. Hinch
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



RESOLUTION NO. 2017-48

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

AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (614 SECOND AVE.)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 614 Second Ave. were received by the City Clerk on December 13, 2016; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
Anpe Corp.	\$49,400
Superior Siding & Roofing	\$50,850
Staff Estimate	\$55,500

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

1. The contract for the RCA project located at 614 Second Ave. be awarded to Superior Siding & Roofing, for an amount not to exceed \$50,850, with the agreement that since Superior Siding & Roofing is not the lowest bidder, and that the property owner, Stefan Aschan, will pay the different of \$1,450, subject of Certification of Funds from the Finance Officer.

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. 2017-48 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 12th DAY OF January, 2017.

CINDY A. DYE
CITY CLERK



City of Asbury Park

MUNICIPAL BUILDING ONE MUNICIPAL PLAZA
 ASBURY PARK, NEW JERSEY 07712-7000
 TEL: (732) 775-2100
 FAX: (732) 502-5738

City Council
 John Moor, Mayor
 Amy Quinn, Deputy Mayor
 Yvonne Clayton
 Jesse Kendle
 Eileen Chapman

Michael Capabianco, City Manager

Department of Community Development

MEMO

TO: Cindy Dye, City Clerk
 FROM: Carrie Jeannot
 RE: Review / Award of RCA Funding
 DATE: December 28, 2016

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 614 Seconde Avenue – Stefan Aschan – Investment – Multi Family

Contractor	Estimate
Anpe Corp.	\$49,400
Superior Siding & Roofing	\$50,850
Staff Estimate	\$55,500

The owner has selected Superior Siding & Roofing at a cost of \$50,850. Inasmuch as Superior Siding & Roofing is not the lowest, the owner agrees to pay the difference of \$1,450 to Superior Siding & Roofing.

cj

Attachment

Attachment: RCA Memo.614 Second Ave. (2017-48 : RCA - 614 Second Ave)

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Stefan Aschan DUE DATE: 12/13/2016

ADDRESS: 614 Second Avenue DATE OPENED: _____
Asbury Park, NJ 07712 STAFF ESTIMATE: \$55,500

PROGRAM BIDS ARE FOR: Regional Contribution Agreement

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

CONTRACTOR	BID AMOUNT
1. <u>AMPE CORP</u>	<u>49,300</u>
2. <u>Superior Siding & Siding</u>	<u>50,850</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

Type
49,400

Reasonableness of cost criteria: HAS _____ HAS NOT _____ been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of: Superior
same at a cost of: 50,850
for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason: _____

OWNER: [Signature] DATE 12/23/2016
Stefan Aschan

OWNER: _____ DATE _____

NOTE: _____

Attachment: RCA Memo.614 Second Ave. (2017-48 : RCA - 614 Second Ave)

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

**CITY COUNCIL**

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JoANN BOOS, CFO

CITY OF ASBURY PARK
CERTIFICATION OF FUNDS

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account T-16-286-56-000-001 of the City of Asbury Park to approve contract for Roofing and Siding in the amount of \$50,850.00.

With: Superior Siding and Roofing

For: Roofing and Siding

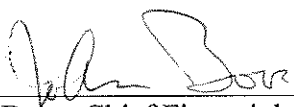
In line item appropriations) as follows:
T-16-286-56-000-001

Contract period: N/A

Contract amount: \$50,850.00

Amount certified: \$50,850.00

Dated: January 11, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 01/11/17

Attachment: Superior Roofing (2017-48 : RCA - 614 Second Ave)



RESOLUTION NO. 2017-49

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

APPOINTING ACACIA FINANCIAL GROUP, INC. TO SERVE AS FINANCIAL ADVISORS FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint a Financial Advisor for the City during the year 2017; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Acacia Financial Group, Inc., to serve in this capacity for the year 2017; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Financial Advisor’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Financial Advisor in 2017 without undertaking a new “fair and open” process so long as the Financial Advisory shall not charge the City at rates higher than those charged by the firm in 2016; and

WHEREAS, Acacia Financial Group, Inc. has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2017, and expiring on December 31, 2017, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

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, as follows:

1. The firm of Acacia Financial Group, Inc. is hereby appointed to serve as the Financial Advisor for the City for 2017.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Acacia Financial Group, Inc., for the year 2017, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, "non-fair and open") process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Acacia Financial Group, Inc.
 - b. Michael N. Capabianco, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. George D. Haeuber, Fiscal Monitor

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. 2017-49 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 12th DAY OF January, 2017.

CINDY A. DYE
CITY CLERK

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

**CITY COUNCIL**

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JoAnn Boos, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 7-01-20-130-000-204 of the City of Asbury Park to approve contract for Financial Advisors.

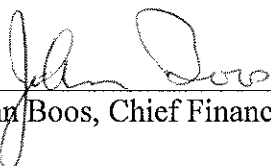
With: Acacia Financial Group, Inc.

For: Financial Advisors

In line item appropriations) as follows:
7-01-20-130-000-204

Contract period: 1/1/17-12/31/17

Dated: January 11, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 01/11/17

Attachment: Acacia Financial (2017-49 : Appointment of Financial Advisor 2017)

**RESOLUTION NO. 2017-50**

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

**AUTHORIZING ONE YEAR EXTENSION FOR THE CONTRACT WITH REAL
PROPERTY DATA AND VERIFICATION SERVICES**

WHEREAS, the City awarded a contract to Reality Data Systems (RDS) from January 24, 2014 to December 31, 2016 and the Request For Proposals (RFP) included an option for two (2) one-year extensions; and

WHEREAS, the City of Asbury Park governing body, on the recommendation of City staff hereby authorize one (1), one-year extension for calendar year 2017; and

WHEREAS, said contract is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Monmouth and the State of New Jersey that the contract with Reality Data Systems (RDS) is extended for calendar year 2017.

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. 2017-50 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 11th DAY OF January, 2017.

CINDY A. DYE
CITY CLERK

CITY OF ASBURY PARK**PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM**

CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES
FROM JANUARY 24th, 2014 TO DECEMBER 31st, 2016, with the option of two (2) one-year extensions
(the "Contract")

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, NJ 07712
(hereinafter the "City");

AND

REALTY DATA SYSTEMS LLC
55 White Road, Suite C
Shrewsbury, NJ 07702
(hereinafter the "Company", and together with the City, the "Parties")

1. **Program Definitions:**

The Company agrees to prepare and execute a complete program for the collection and verification of all data of real properties situated within the confines of the City (as illustrated on the Property Classification Summary attached hereto as Appendix A) with a commencement date in 2014 and a completion date of December 31st, 2018. Said work shall be performed in accordance with the terms and conditions of this Contract (including the attached Appendices) and the associated Project Specifications, all of which form a part of this Contract.

2. **Scope of Services:**

- a. The Company agrees to provide services necessary for the collection and verification of all data of real properties situated within the confines of the City.
- b. Work shall be required to commence in 2014, at any time following the acceptance of this Contract by the City.
- c. The Company must comply with the attached delivery schedule (Appendix E) referring to the Assessment Demonstration Program, which has been signed into law. (P.L. 2013, c.15)

3. **Contract Contingencies:**

The Company shall not have the authority to vary, alter, amend, or change this Contract, or any part thereof, without the written consent of the City.

The Company shall not have the right to subcontract any portion or function of this Contract, without receiving prior expressed written approval from the City's Assessor.

The Company shall be responsible for any and all work performed by any subcontractors allowed for in this Contract, if any.

4. Conflict of Interest:

No commissioner or employee of the Monmouth County Board of Taxation, no assessor of a taxing district within Monmouth County and no official or employee of the City shall have an interest whatsoever directly or indirectly, as an officer, stockholder, employee or any other capacity in the Company.

Neither the Company nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal in the State of New Jersey during the term of the Contract.

5. Company Personnel:

Principals of the Company must include individuals that have at least five (5) years of practical and extensive experience in the collection of data for the purposes of mass appraisal.

Field personnel shall have a minimum of seventy (70) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the data collection project prior to starting field work. A sufficient number of field personnel shall be provided so as to meet the project completion schedule as approved and other parts of this Contract. At least (or "a minimum of") one of the field personnel shall be designated for commercial properties.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company's staff for the entire project. (Complete Appendix B) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The supervisor shall have at least five (5) years of experience in mass appraisal work. These designated individuals shall make themselves available to the City's Assessor for consultation throughout the project. Any change of a designated supervisor requires approval of the City's Assessor.

The Company shall either obtain an identification card from the City for each staff member or use its own identification card provided it is approved by the Assessor. This identification tag must be worn at all times on the outside of their clothing. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. The Company shall instruct all field personnel to avoid unnecessary communication with the residents while conducting inspections. Field personnel should not discuss value, appraisal methodology, etc. but should re-direct all questions to the City's Assessor. Any change in personnel shall be submitted to the City's Assessor.

The Company shall supply the City's Assessor and the City's Police Department with driver's license numbers, vehicle license plate numbers, and make of vehicle or vehicles that will be used by field personnel on this project.

The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting a release as attached to this Contract as Appendix C. This investigation shall include a National Criminal Information Center

report (NCIC), driver's license reviews, and a police check which shall be at the expense of the Company. Alternatively, if background investigations have been completed, the Company shall furnish those reports to the City's Police Department for all employees engaged in the project.

Upon written notice to the Company, the City's Assessor may request removal of any person for this project whose work is unsatisfactory, or has conducted him or herself in an unprofessional manner, or upon the advice and counsel of the City's Police Department.

6. Office Space:

The Company shall provide their own office space within a municipality in Monmouth County. The Company must provide a sufficient number of computer lines at their expense, if needed. The Company shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Company shall provide adequate telephone service throughout this project so as to handle any inquiries by interested persons at the Company's expense. The phone numbers must be local phone numbers not "main office" numbers or out of state numbers. The City's Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

7. Submission of Work:

Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be compatible with Micro Systems tax assessment software, and must contain MOD IV and CAMA file information for entering and use, or must be totally converted at the Company's expense and then submitted via hard copy to the City's Assessor for his/her review. Any cost relative to this provision is at the exclusive expense of the Company. Verification of the Company's system compatibility shall be demonstrated before the project is commenced and approved by the City's Assessor.

The Company shall include real property identification material on properly labeled individual property record cards in a format acceptable to and approved by the City's Assessor. Distinct property record cards (i.e. color) for each of the four classifications of real property shall be provided.

The information to be entered on the property record card for each property (no matter the class) shall include, but not necessarily be limited to:

- (1) A scaled sketch of the exterior building dimensions;
- (2) Notations of significant building components;
- (3) Land and building characteristics, including number of units; and
- (4) Identification of the person making the inspection and whether an interior inspection was obtained.

The Company shall be responsible for the data collection and verification of all construction within the designated properties for each year. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review.

At the discretion of the City's Assessor, the Company shall provide the City's Assessor with completed property record cards filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation.

8. Project Completion; Program Progress Reports:

The Parties hereby recognize that completion of the project within a timely manner is essential. The Company has agreed to complete the project in accordance with the requirements of the Assessment Demonstration Program (P.L. 2013 c. 15).

On or before the 20th day of each month, the Company shall submit a detailed status report and supporting documentation outlining progress made to the City's Assessor until completion and acceptance of the project.

9. Payment Schedule:

The Company has prepared a breakdown of functions to be carried out during this project, which includes the anticipated date(s) of completion of each function and a dollar value associated with each function. This breakdown is attached to this Contract as Appendix D for illustrative purposes.

Billing and payment under this Contract shall be made monthly and must be received by the City on municipal vouchers on or before the first Friday of each month for payment by the end of each month. Payment will be made for work completed, and billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved.

Payments to be made to the Company under this Contract, other than those relating to notification mailings pursuant to Section 17, shall be calculated by applying the appropriate dollar value to the work completed and accepted by the City's Assessor at the end of each payment period. The dollar values to be utilized are outlined in Appendices F, G and H of this Contract.

10. Liquidated Damages:

Subject to the provisions of Section 17, liquidated damages shall be five hundred dollars (\$500.00) for each calendar day beyond the completion dates set forth in Appendix E that any of the work remains incomplete, provided that the Company shall receive reasonable extensions, without penalty, if it does not receive property lists from the City Assessor prior to the delivery dates for such lists set forth therein.

The Company shall not be responsible for delays caused by strikes, war catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work.

11. Insurance:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the City's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and hold the City harmless from any and all liability arising from the Company's work. The Company, at their

own expense, should defend any suit which may be brought against the City in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the City named as co-insured. Limits of liability for each coverage shall be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000 property damage.

Copies of all insurance policies must be provided to the City prior to the commencement of any work under this Contract.

12. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the City reserves the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company.

If either Party violates the terms and conditions of this Contract, including but not limited to the confidentiality provisions in Section 14 hereof, the other Party shall have the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the other Party.

Upon any termination of the Contract, the City shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

13. Interpretations of Specifications and Contract:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Court of the State of New Jersey.

14. Confidential Nature of Project:

Disclosure of information, including pricing information or any information with respect to the Company's or City's technology and processes, to any individual, company, or corporation, other than the City's Assessor, the City, the Company and its employees or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract and subject the party in violation to liquidated damages. It is understood that this does not refer to information released under due process of law or the Open Public Records Act.

15. Public Relations:

During this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Company and the City will endeavor to orient and educate all interested persons as to the inspection project. Any informational materials shall be presented to the City's Assessor prior to release. An initial mailing shall be made by the Company at the City's expense, pursuant to Section 17 hereof, to all property owners at least two (2) weeks prior to their scheduled inspection explaining the nature and purpose of the data collection program and notifying owners of the commencement of inspections in the City.

The employees of the City and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all necessary information within statutory requirements and limits to every interested taxpayer; however, each field inspector shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings, or taxable amounts related thereto. Any such inquiries will be directed to the City's Assessor. This restriction will be strictly adhered to and any violation will be just cause for the City's Assessor to request that the employee be removed from work on this project.

16. Materials and Information To Be Provided:

The City shall only furnish the Company with the following:

- a) One (1) large and two (2) small copies of the up-to-date tax map approved by the Director of the State of New Jersey, Division of Taxation or his or her designate indicating the real estate assessment numbering system to assist field inspectors in locating properties; it should be noted that the tax maps may be "conditionally approved" which shall be considered acceptable for use in the valuation process.
- b) An electronic copy of the MOD IV file of current property records for all properties currently listed upon the tax records of the City. This electronic file shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.
- c) Letters of introduction to facilitate the Company's access to properties for inspection and data collection purposes.

17. Property Inspection:

At least two (2) weeks prior to their scheduled inspections, the Company shall notify the current owners on file for each property within the City, by mail, that the Company will be conducting inspections, explaining the nature and purpose of the data collection program. The City shall be responsible for the expense of such mailings, which shall be included in the first monthly invoice submitted to the City. The letter must state that each property will be subject to an interior and exterior inspection and that there will be no further warning prior to the first inspection of the property. The letter will also provide contact information for the Assessor to field any specific questions. A copy of said letter must be submitted to the Assessor prior to being mailed.

This Contract requires the inspection and verification of 100% of the exteriors and an interior inspection rate of 80%. Refused entries and properties for which an interior inspection was not completed after two attempts shall be excluded from the count to arrive at the percentage of fully inspected properties required. A careful inspection of each parcel shall be made after 9:00 a.m. but before 7:00 p.m. on any day, Monday through Saturday. Second inspections may be scheduled with property owners for any day of the week, including Sunday, as long as the property owner/occupant agrees to the appointment time and day.

If the owner/occupant is not available at the time of the first inspection, a calling card or "door tag" (a copy of which shall be provided to the City Assessor) shall be left in a conspicuous place (not in a mail box), at the Company's expense, indicating that the field inspector has attempted to visit, and including information advising that the assessment data may be estimated unless an interior inspection is arranged.

In cases where no entry is possible after two attempts or an owner/occupant refuses to allow entry to the premises, the Company shall indicate this on the relevant property record, for review by the City Assessor. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the City's Assessor in writing of these refusals in the monthly report required in Section 8.

The Company shall immediately notify the City's Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an added/omitted assessment on the property so that all properties properly appear upon the City Tax List.

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, physical condition, functional and economic depreciation and/or appreciation, if applicable, general quality of construction.

Each property data inspector shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection is required and at no time shall the property owner's description be accepted in lieu of inspection. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

All properties within the City must be inspected and verified, regardless of the class during the term of the Contract, which shall include the initial term and both one-year extensions.

The Company shall have the right to inspect greater than 20% of all real properties situated within the confines of the City during any calendar year, upon the terms and conditions herein, provided that the City shall have the option to include such excess inspections in the subsequent calendar year for purposes of billing and payment hereunder.

The Company shall have the right to delay the annual inspection of 20% of all real properties situated within the confines of the City in any given calendar year, or any portion thereof, to the following calendar year, provided that the City shall not be liable for paying fees relating to such inspections until they are completed, and that the Company does not inspect less than 40% of the City's properties during any two (2) year period.

Field work activities shall be electronically forwarded to the City Assessor for review and acceptance on a monthly basis or at the completion of each annual portion on the project, as agreed between the Parties. Upon completion of a review by the City Assessor, should discrepancies appear in the Company's listings, the Company shall make the necessary corrections at its own expense.

The format of the property record data collection card shall be as indicated on the Monmouth County System (MOD IV and CAMA). The Assessor may make random spot checks throughout the City to verify that inspections are being conducted in the appropriate manner. The City's Assessor or his designee may accompany Company employees at any time during field inspections.

18. Computer Requirements:

The data collection of all properties must be computer generated so that the data can be

integrated into the computer mass appraisal system (CAMA). Compatibility of any computer system used in the process of accomplishing this revaluation must be demonstrated prior to the awarding of this Contract. The City currently uses and will continue to use Micro Systems-NJ tax assessment software.

It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use.

The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must be computerized for the purpose of generating computer data files for residential and commercial properties.

No distribution of any materials, with the exception of the MOD IV tape as required by the state, shall be permitted.

19. Digital Photography:

A new digital photograph will be taken by the Company, at its own expense, for all improved properties (no matter the class). Using the Monmouth County photo naming convention for file indexing, said photographs shall be properly and correctly identified using a digital, color camera and shall be prepared using equipment that allows for the inclusion of the date and filename on each photograph. Photographs shall be attached to the MOD IV and CAMA files for each property. Additionally, residential or commercial structures on the same parcel shall be separately photographed. At the Assessor's request, additional photos of any structures, unique property characteristics or other items will be taken at an additional fee of \$2.00 per photo.

20. Residential Data Collection:

For data collection relating to residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized. Residential schedules shall contain all variations of all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches, piers, piles and garages.

Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file *and explained in writing for each property*.

21. Commercial, Industrial and Apartment Data Collection:

For data collection relating to commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach.

Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items.

Physical, functional, and economic depreciation and/or appreciation observed by a valuator must be recorded separately on the data file and explained in writing for each property when applicable.

22. Records and Computations to Become Property of Municipality:

Upon the conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original of all records and computations of the Company pertaining to any data collection of property in the City if not previously requested and received. No material shall be retained by the Company. These records shall include, but not necessarily be limited to:

- (1) Written statements to the public or group concerning the nature of the project;
- (2) Any letter or memoranda to individuals or groups explaining methods used in the data collection;
- (3) Data processing information pertaining to the format of the computer systems used in the project;
- (4) Pictures of properties as required by this Contract;
- (5) Computer tapes containing property data files which will produce the City's Assessor's records to be used in the development of the certified tax list. These tapes shall be in a format consistent with the New Jersey Property Tax System MOD IV; and
- (6) Any other records pertaining to the revaluation program or computer programs.

23. Cost Proposal for 5-Year Internal Inspection Plan (3-year award with 2 1-year options):

Within the Assessment Demonstration Program (P.L. 2013, c. 15), and in accordance with the implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, a program for "Annual Qualified Reassessment to 100% of market value" supported by a five (5) year program for the annual internal inspection of twenty (20%) percent of all parcels shall be established. Unless authorized by the City's Assessor, the requirements of the "5-year 20% internal inspections program" as associated with "Annual Qualified Reassessment" shall be the same as that which is required for revaluation firms under NJAC 18:12-4.8 as it pertains to internal inspections and digital photography. Accordingly, the Company has attached a schedule of fees relating to the cost of data collection and data verification via internal inspection in Appendix F.

24. Affirmative Action:

The Parties agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Company shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. The Company

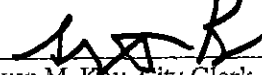
shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement. The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

25. Americans With Disabilities Act of 1990:

The Company shall execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Appendix I, which shall be incorporated herein by reference.

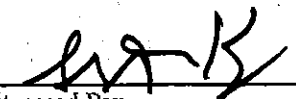
IN WITNESS WHEREOF, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have executed this Contract with an effective date this 3rd day of April, 2014.

CITY OF ASBURY PARK

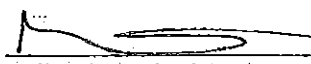

Steven M. Kay, City Clerk

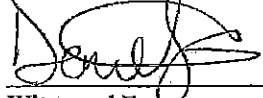
Witnessed By:


Myra Campbell, Mayor


Witnessed By:

REALTY DATA SYSTEMS LLC


Neil Rubenstein, Member


Witnessed By:

APPENDIX A

CITY OF ASBURY PARK
PROPERTY CLASSIFICATION SUMMARY (to be updated annually)
2013

<u>CLASS PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1 VACANT LAND	614*
2 RESIDENTIAL (4 FAMILY OR LESS)	3194
3A FARM REGULAR	0
3B FARM QUALIFIED	0
4A COMMERCIAL	367
4B INDUSTRIAL	3
4C APARTMENTS/MULTI FAMILY	120
15A EXEMPT PUBLIC SCHOOL	12
15B EXEMPT OTHER SCHOOL	2
15C EXEMPT PUBLIC PROPERTY	144
15D EXEMPT CHARITABLE	67
15E EXEMPT CEMETERIES	0
15F EXEMPT MISC.	355*
	4,858
TOTAL	(See Notes Below)

NOTES:

- FOR ACCOUNTING PURPOSES RELATED TO PROPERTIES SUBJECT TO PILOT AGREEMENTS, 316 PROPERTIES REFERENCED ABOVE HAVE DUPLICATE LINE ITEM LISTINGS. THE DUPLICATE LINE ITEMS HAVE BEEN INCORPORATED INTO THE NUMERALS REFERENCED WITH AN ASTERISK (*). THE TOTAL COUNT OF PROPERTIES WITHIN THE CITY IS 4,542. THEREFORE, THE CONTRACT PRICE SHALL BE BASED UPON THE 4,542 ACTUAL PROPERTIES.**
- THE CONSOLIDATION OF ANY LINE ITEMS REQUIRED BY THE ASSESSOR WILL NOT BE USED TO ADJUST SAID PRICE AFTER THE EXECUTION OF THIS AGREEMENT.**

APPENDIX B

CITY OF ASBURY PARK

**LIST OF SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT*
(PROVIDE SEPARATE SHEET, IF NEEDED)**

Neil Rubenstein, Project Manager / Field Supervisor

Steven Rubenstein, Project Manager

Brandon Sherwood, Field Supervisor

***NOTE: NO CHANGE IS TO BE MADE WITHOUT PRIOR APPROVAL FROM ASSESSOR
(REQUEST AND APPROVAL IN WRITING.)**

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

CITY OF ASBURY PARK

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorized the City or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

*** BACKGROUND INVESTIGATION MATERIALS TO BE PROVIDED FOR ALL
PERSONNEL ENAGED IN THE PROJECT***

NAME (PLEASE PRINT OR TYPE) _____

DRIVER LICENSE NUMBER _____

LICENSE PLATE # _____

VEHICLE MAKE / MODEL _____

SIGNATURE _____

WITNESS _____

APPENDIX D**City of Asbury Park****BREAKDOWN OF MAJOR TASKS OF DATA COLLECTION AND VERIFICATION PROJECT
FURTHER BREAKDOWN OF PAYMENT SCHEDULES ***

PROJECT TASK	TASK PERCENTAGE OF PROJECT (ROUNDED)	PERCENT OVERALL DOLLAR VALUE CONTRACT*	PAYMENT DOLLAR VALUE OF CONTRACT (over 5 years)	ANTICIPATED ANNUAL COMPLETION DATE(S)
1. PLANNING & ORGANIZATION	5	\$4,542	\$76 /MO.	3/15
2. DATA COLLECTION				
A. RESIDENTIAL	67	\$60,863	\$1,014 /MO.	12/31
B. VACANT LAND/ COMMERCIAL	28	\$25,435	\$424 /MO.	12/31
INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES				
C. FARM PROPERTIES	N/A	N/A	N/A	12/31

NOTES:

- 1. CONTRACT PRICE TO BE BROKEN DOWN BASED ON THE PERCENTAGES NOTED.**
- 2. COMPANY TO COMPLETE APPENDIX D BASED ON CONTRACT PRICE. APPENDIX D TO BE APPROVED BY CITY'S ASSESSOR BEFORE ACCEPTANCE OF CONTRACT.**

* Excludes amounts for any Added/Omitted, Appeal or Farmland Assessment inspections.
Breakdown is for illustrative purposes only and does not reflect actual inspection or payment schedules.

APPENDIX E**CITY OF ASBURY PARK**

**SCHEDULE OF COMPLETION AS PER THE REQUIREMENTS OF THE ASSESSMENT
DEMONSTRATION PROGRAM
S1213-A1591 (P.L. 2014, c.15)**

ASSESSMENT FUNCTION**DUE DATE**

Annual Completion and Submission of Data Collection and Verification for 20% of Properties*	December 31
Completion and Submission of Data Collection and Verification for Added and Omitted properties, as provided by Assessor by July 15	September 1
Submission to the Company of Added and Omitted Property List by the Assessor	July 15
Completion and Submission of Data Collection and Verification of Farmland assessments (if applicable)	July 1
Mailing of Notification Cards to Property Owners	Minimum two (2) weeks prior to commencement of inspections
Submission to Assessor (or relevant officials of the Municipality) of Pre-Inspection Requirements: Notification Mailings, Door Tags, Background Checks and Insurance Certificates.	Prior to the commencement of inspections

* Subject to the provisions and exceptions set forth in Section 17.

APPENDIX FCITY OF ASBURY PARK
COST PROPOSAL FOR 5-YEAR INTERNAL INSPECTION PLAN

Within the Assessment Demonstration Program (P.L. 2014, c. 15), and in accordance with the implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, a program for "Annual Qualified Reassessment to 100% of market value" supported by a five (5) year program for the annual internal inspection of twenty (20%) percent of all parcels shall be established. Accordingly, please provide the cost of data collection and data verification via internal inspection. Unless authorized by the City, the requirements of the "5-year 20% internal inspections program" as associated with "Annual Qualified Reassessment" shall be the same as that which is required for revaluation firms under NJAC 18:12-4.8 as it pertains to internal inspections and digital photography.

CLASS

1	VACANT LAND	\$ <u>20</u> PER PARCEL
2	RESIDENTIAL (4 FAMILY OR LESS)	\$ <u>20</u> PER PARCEL
3A	FARM QUALIFIED	\$ <u>20</u> PER PARCEL
3B	FARM REGULAR	\$ <u>20</u> PER PARCEL
4A	COMMERCIAL	\$ <u>20</u> PER PARCEL
4B	INDUSTRIAL	\$ <u>20</u> PER PARCEL
4C	APARTMENTS	\$ <u>20</u> PER PARCEL
15A	EXEMPT PUBLIC SCHOOL	\$ <u>20</u> PER PARCEL
15B	EXEMPT OTHER SCHOOL	\$ <u>20</u> PER PARCEL
15C	EXEMPT PUBLIC PROPERTY	\$ <u>20</u> PER PARCEL
15D	EXEMPT CHARITABLE	\$ <u>20</u> PER PARCEL
15E	EXEMPT CEMETERIES	\$ <u>20</u> PER PARCEL
15F	EXEMPT MISC.	\$ <u>20</u> PER PARCEL

APPENDIX G

CITY OF ASBURY PARK
COST SUMMARY FOR ADDED/OMITTED ASSESSMENT INSPECTION SERVICES

For municipalities that have implemented an internal inspection program in accordance with the Assessment Demonstration Program (P.L. 2014, c. 15) the City may also seek property inspections in support of the Added /Omitted Assessment process or those related to tax assessment appeals. Accordingly, please provide the cost of inspection and data collection associated with Added/Omitted Assessments or tax assessment appeals.

CLASS

1	VACANT LAND	\$ <u>26</u> PER PARCEL
2	RESIDENTIAL (4 FAMILY OR LESS)	\$ <u>26</u> PER PARCEL
3A	FARM QUALIFIED	\$ <u>26</u> PER PARCEL
3B	FARM REGULAR	\$ <u>26</u> PER PARCEL
4A	COMMERCIAL	\$ <u>100</u> PER PARCEL
4B	INDUSTRIAL	\$ <u>100</u> PER PARCEL
4C	APARTMENTS	\$ <u>100</u> PER PARCEL
15A	EXEMPT PUBLIC SCHOOL	\$ <u>26</u> PER PARCEL
15B	EXEMPT OTHER SCHOOL	\$ <u>26</u> PER PARCEL
15C	EXEMPT PUBLIC PROPERTY	\$ <u>26</u> PER PARCEL
15D	EXEMPT CHARITABLE	\$ <u>26</u> PER PARCEL
15E	EXEMPT CEMETERIES	\$ <u>26</u> PER PARCEL
15F	EXEMPT MISC.	\$ <u>26</u> PER PARCEL

- All inspections require digital photography date-stamped and encoded with the parcel identification in accordance with the Monmouth County indexing convention. Inspections in support of the Added/Omitted and tax appeal assessment processes shall not be performed which would result in expenses to the City exceeding \$3,750 in any given calendar year.

APPENDIX H**CITY OF ASBURY PARK
COST SUMMARY FARMLAND ASSESSMENT INSPECTION SERVICES**

For municipalities that have implemented an internal inspection program in accordance with the Assessment Demonstration Program (P.L. 2013, c. 15) the municipality may also seek property inspections in support of the Farmland Assessment Act. Accordingly, please provide the cost of inspection and data collection associated with Farmland Assessments.

CLASS

3A FARM QUALIFIED \$ N/A PER PARCEL

- All inspections require digital photography date-stamped and encoded with the parcel identification in accordance with the Monmouth County indexing convention.



RESOLUTION NO. 2017-51

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

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

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

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

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

- Purchase of a littler scooter at an estimated cost of \$40,000
- Purchase of a boat at an estimated cost of \$15,000
- Purchase of garbage cans at an estimated cost of \$25,000
- \$10,000 for lav-shack operations
- \$10,000 for bike racks

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-51 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-52

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

AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A LICENSE TO PERMIT IMPROVEMENTS IN AN AREA OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 901-911 ASBURY AVENUE, BLOCK 403, LOT 8

WHEREAS, H4 Holdings LLC (the “Property Owner”) is the owner of the property located at 901-911 Asbury Avenue, more commonly known and designated as Block 403, Lot 8, on the Asbury Park City Tax Map (the “Property”), which is located in the B-2 Main Street Retail Sales and Service District; and

WHEREAS, the Asbury Park Zoning Board of Adjustment as part of a Use Variance and Site Plan approval required the Property Owner to construct an in irrigation system, install landscaping, and install two stops signs in areas of the public Right-Of-Way (ROW); and

WHEREAS, the approved landscaping plan, Zoning Board of Adjustment Resolution dated September 27, 2016 and Resolution Compliance Review Report from the Zoning Board of Adjustment Engineer dated November 29, 2016 outlining the requirement is attached; and

WHEREAS, the applicant shall also consult with the Asbury Park Environmental Shade Tree Commission on the proposed tree and plant species; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The proposed construction does not appear to involve a detriment to the public good; and
- (2) The proposed improvements will not interfere with use of the sidewalk area by the public as more than five feet of sidewalk shall remain; and

WHEREAS, the City is willing to grant a revocable license to the Property Owner in order to construct the proposed irrigation system, trees and landscaping and stop signs in accordance with the representations set forth in the attached request; and

WHEREAS, the grant of this license shall be for nominal consideration; and

WHEREAS, the Mayor and City Council do not wish for the granting of this license to serve as a precedent for further encroachments into the City’s ROW 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 proposed encroachments.

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

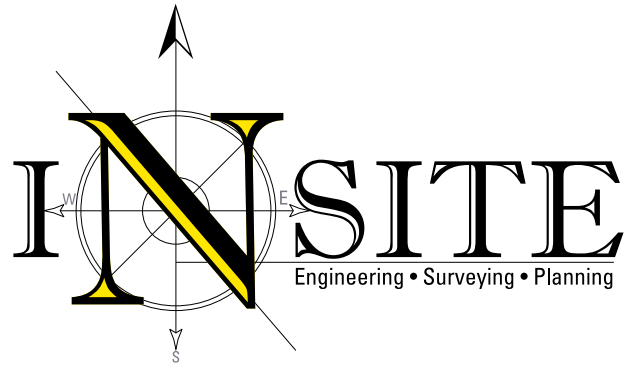
1. That, subject to the provisions set forth herein, the City hereby grants a license to construct and maintain an irrigation system, landscaping and trees and two stop signs in accordance with the representations set forth in the attached request and upon consultation with the Asbury Park Environmental Shade Tree Commission, within an area of the City's ROW.
2. That the approval of this license shall be revocable at the will of the City.
3. That all other terms and conditions relating to the license herein granted shall be set forth in a License Agreement (the "Agreement"), to be executed by the Property Owner and the City, which Agreement shall be in a form satisfactory to the City Manager and City Attorney.
4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the said Agreement for the purposes set forth above.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) H4 Holdings LLC
 - (b) Michael Capabianco, City Manager
 - (c) Michele Alonso, City Planner
 - (d) Barbara Van Wagner, Assistant Planner
 - (e) Frederick C. Raffetto, Esq., Municipal 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. 2017-52 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

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



Via Email: Barbara.VanWagner@CityofAsburyPark.com

November 29, 2016

Subject: **Resolution Compliance Review - Major Site Plan**
 Block 403, Lot 8; 909 Asbury Avenue
 City of Asbury Park, Monmouth County, NJ

Ms. VanWagner:

In accordance with your request, we have reviewed the application by H4 Holdings 901-911, LLC for the above-referenced property. A list of documents provided to InSite is included at the end of this review letter.

PROJECT DESCRIPTION

The 24,750 square foot subject property is located within the B2 (Main Street Commercial) Zone on the northwest corner of Asbury Avenue (AKA Monmouth County Route 16) and Memorial Drive. It is surrounded by a mix of industrial, commercial, and residential uses with Asbury Avenue to the south and an existing used car lot with Memorial Drive beyond to the east. A chain link fence, which encroaches into the right-of-way, separates the development from the existing car lot. The property is completely covered with impervious surfaces consisting of three (3) buildings (#1, #2, & #3) and a mix of asphalt and concrete. Building #1 is a two-story structure located on the north end of the property, and Buildings #2 & #3 are one-story structures located on the center and east portions of the property, respectively.

The applicant intends to develop the property in two (2) phases:

➤ Phase I

Phase I will consist of the development of the site that is directly appurtenant to Buildings #1 and #3. Building #1 will be converted to live/work units with studio space on the first floor and living areas on the second floor. Building #3 will remain unchanged. The remaining portions of this area will be resurfaced and delineated to fit nine (9) spaces for Building #1 and seven (7) spaces (including one handicap) along Building #3. The applicant also indicates eight (8) available interior garage spaces within Building #1, and denotes two (2) of the nine (9) exterior spaces for electric vehicle parking. In addition to the new parking areas, two-way driveways will also be created at both Memorial Drive and Asbury Avenue with two-way circulation aisles along both

buildings connecting them. Other appurtenant features to this phase include a trash enclosure, landscaping and lighting, and site signage. The car lot will remain during construction of this phase.

➤ Phase II

Phase II will consist of the conversion of the existing car lot to new parking and circulation areas appurtenant to Building #2. The existing pavement will be resurfaced and delineated to fit six (6) spaces along the front of Building #3 (including one handicap space). The one-way circulation aisle, running counter-clockwise around Building #2, will connect the two phases. Appurtenance features to this phase will include landscaping and lighting measures, site signage installation, and drainage inlet with concrete drywell to capture surface runoff. The drywell will be open-bottomed to promote infiltration and will have an overflow which connects to the existing City system via a new eight (8") HDPE pipe.

Off-tract improvements for both Phases I & II will include new concrete sidewalk along both frontages, ADA ramps at the development street corner, and landscaping measures.

The applicant is seeking variances for existing non-conforming rear yard setbacks. Additionally, while commercial development and upper story residences are permitted uses within the B2 Zone, only four (4) apartments are allowed on any commercial property. The applicant is proposing seven (7) units within Building #1. As such, Major Site Plan Approval from the City of Asbury Park Zoning Board is required.

COMPLETENESS REVIEW

5. *Existing manholes, sewer lines, fire hydrants, water lines, utility poles, and all other topographic features of a physical or engineering nature within 200 feet of the subject property have not been provided. We have no issue with the Board granting a waiver for this item for the purpose of completeness. However, the existing utility lines/features within both frontages should be added to the Grading and Utility Plan. The nearest fire hydrants should be identified as well. Site Plan Checklist – Part B #8*

The applicant has added manholes, utility poles, hydrants and water/gas valves to the plan. The applicant shall add sewer lines and water lines that are present within both frontages.
NOT SATISFIED

10. *Inverts at the existing inlet within Asbury Avenue have not been provided. Capacity calculations and tributary drainage maps for the proposed HDPE have also not been provided. We have no issue with the Board temporarily waiving these requirements for the purpose of completeness, but this information must be added to the plans prior to final Board approval. Please also note that jurisdiction over improvements within Asbury Avenue will belong to Monmouth County. Site Plan Checklist – Part B #14*

The applicant shall update the survey accordingly and provide capacity calculations. **NOT SATISFIED**

11. *Soil boring and/or test pit logs have not been provided. This information would be appropriate for determining the seasonal high groundwater elevation with respect to the drywell bottom, as well as determining the suitability of the subgrade to infiltrate the anticipated runoff. However, we recommend the drywell be removed from the plan and the proposed 'B' inlet connect directly to the existing system via a fifteen (15") inch HDPE pipe. We have concerns over the longevity of a drywell in the parking lot. Please also note that jurisdiction over improvements within Asbury Avenue will belong to Monmouth County. Site Plan Checklist – Part B #17*

The applicant's stormwater analysis is subject to Monmouth County review and approval. **ON GOING**

ZONING REVIEW

We defer a full and comprehensive zoning review to the City Planner. However, the applicant will be required to provide testimony in support of all requested variances and/or waivers.

DEVELOPMENT REVIEW

The following are comments related to the City's Development Standards as applicable to our review of the proposed improvements:

25. *An owner consent block should be added to the cover sheet of the site plans, in addition to the other approval signature blocks. §30-55.5(f)*

Signature blocks should be added to the Engineer's plan. **NOT SATISFIED**

27. *Truck turning exhibits have not been provided. The applicant should provide testimony with respect to trash, loading, and emergency vehicles accessing the site, noting that exhibits may be required. The applicant should also provide testimony regarding their intention to provide fire lanes for emergency vehicle access. In the event that pavement markings and/or signage is required, details and locations of all such required methods should be added to the plans. §30-56.2.*

The applicant must provide a truck turning plan(s). **NOT SATISFIED**

30. *All proposed pavement and pavement repair within the right-of-way shall conform to this section of the ordinance. Details for pipe bedding and pavement repair for the proposed utility connections should also be added to the plans. Additionally, all pavement repair details should indicated infrared pavement repair. Please also note that Monmouth County specific details will be required for improvements within Asbury Avenue. §30-57.2b*

Details shall be revised to indicate that all pavement repair via infrared. Asbury Avenue is also subject to Monmouth County approval. **NOT SATISFIED**

37. *Parking signage locations and details identifying the electric vehicle stations should be added to the plans. §30-59.12*

Applicant shall provide details of the electric vehicle station signs. **NOT SATISFIED**

38. *The minimum aisle dimension for ninety (90) degree parking and nine (9) foot stall widths is twenty-three (23') feet. The applicant is proposing aisle widths under this requirement within the aisle along Building #2. A design waiver and/or variance will be required. Testimony with respect to this deviation should also be provided. The applicant may also wish to consider adding wheel stops to the parking spaces along Building #2, decrease the sidewalk width along the building to four (4') feet, and increase the drive aisle to twenty-three (23') in order to meet the requirement. This would also allow vehicles parking in this area to access the Asbury Avenue driveway. §30-59.12d.1*

The applicant has decreased the sidewalk width to four (4') feet and increased the drive aisle to twenty-three (23') feet, however concrete wheel stops shall be added to the plan in all parking spots that abut the four (4') sidewalk. **NOT SATISFIED**

CONSIDERATIONS

43. *The Engineering Plans indicate that they are for grading and utility design only. However there are non-utility and grading details/specifications provided on this plan set which are only depicted on the architectural plans. For ease of reference during the review and construction phases, all site features (i.e. parking signage/location/details, inlet locations/details, trash enclosure details, curb, sidewalk, utilities etc.) should be streamlined on both plan sets to ensure that the proper details are associated with the proper site layouts.*

The Engineer's and Architect's plans shall be made consistent. **NOT SATISFIED**

OTHER APPROVALS

The applicant shall be responsible to obtain all other permits as required for the proposed development, including but not limited to:

- *Monmouth County Planning Board*
- *City Fire Official*
- *Freehold Soil Conservation District*

CONDITIONS OF THE RESOLUTION OF APPROVAL

2. Per Resolution Condition #2, the applicant must comply with factual findings 3-9 from the Resolution. **ON GOING**
4. City Council approval is required for improvements within the City ROW. **NOT SATISFIED**
5. A copy of the deed restriction for the garage parking space in Unit H5 must be submitted to the Board Attorney and Engineer for review and approval. **NOT SATISFIED**
6. Please refer to condition #38, above. **NOT SATISFIED**
7. When the used car tenant vacates the premises, the existing fence that encroaches into the ROW shall be removed. A note shall be added to the demolition plan accordingly. **NOT SATISFIED**
8. Please refer to Resolution condition #4. **NOT SATISFIED**
10. The applicant must provide proof of payment for City sewer connection fees, or written confirmation that fees are not required. **NOT SATISFIED**
14. The applicant must post the performance guarantee and inspection fees prior to the Board signing the plans. **NOT SATISFIED**
20. The applicant must provide a truck turning plan to demonstrate the feasibility of parallel parking within the eastern drive aisle, parallel to Memorial Drive. **NOT SATISFIED**
21. The plans must be revised to indicate all roof leaders draining to the interior of the site and ultimately discharging to the ROW. Roof leader discharge shall not be permitted to drain to neighboring properties. **NOT SATISFIED**
22. The plans shall be revised to indicate screening of the gas meters from public view. **NOT SATISFIED**

City of Asbury Park – Zoning Board
 Resolution Compliance Review – Major Site Plan
 City of Asbury Park, Monmouth County, NJ

Page 6 of 8
 11/29/16
 Block 403; Lot 8

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
 Zoning Board Engineer

Attachment A: Documents Reviewed

cc: Keith Zyla, Board Chairman
 Jack Serpico, Esq, Board Attorney
 Elizabeth McManus, PP, AICP, LEED, AP
 Jay Harman, Applicant
 Bradford Batcha, Applicant's Attorney
 Robert G Dooley, Jr., RA, Applicants Architect

keith@townsmen.co
 JserpicoLaw@aol.com
 bmcmanus@cchnj.com
 harmanj@optonline.net
 brad@batchalaw.com
 rgdarchitect@gmail.com

InSite Job # 16-442-11

Attachment A: Documents Reviewed

Received 06/14/16

1. One copy of a survey entitled “Plan of Survey,” being dated 11/20/15, with no current revisions, totalling one (1) sheet, as prepared Charles O’Malley, P.L.S.; and
2. One (1) copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 5/4/16, totalling six (6) sheets, as prepared by Robert G Dooley Jr Architect.

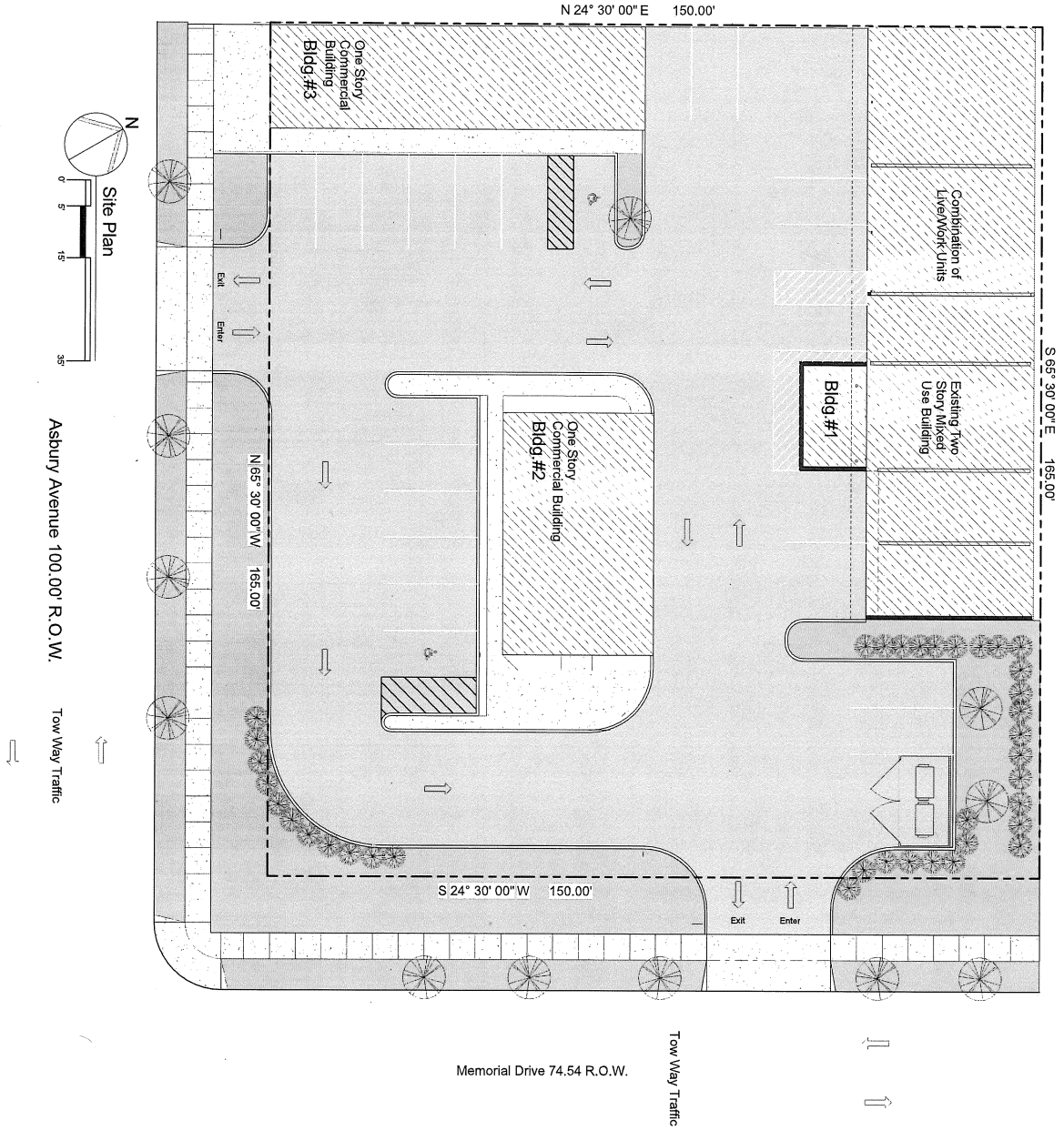
Received 07/20/16

1. One (1) signed and sealed copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 7/13/16, totalling eight (8) sheets, as prepared by Robert G Dooley Jr Architect.
2. One (1) signed and sealed copy of a plan entitled “H4 Holdings 901-911 LLC, 909 Asbury Avenue, Tax Lot 8 – Block 403, City of Asbury Park, Monmouth County, New Jersey,” being dated 7/14/16, with no current revisions, totalling three (3) sheets, as prepared by ACS, LLC.

Received 11/17/16

1. One (1) signed and sealed copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 10/25/16, totalling ten (10) sheets, as prepared by Robert G Dooley Jr Architect.
2. One (1) signed and sealed copy of a plan entitled “H4 Holdings 901-911 LLC, 909 Asbury Avenue, Tax Lot 8 – Block 403, City of Asbury Park, Monmouth County, New Jersey,” being dated 7/14/16, with the most recent revision being dated 11/04/16, totalling three (3) sheets, as prepared by ACS, LLC.
3. One (1) copy of a survey entitled “Plan of Survey,” being dated 11/20/15, with no current revisions, totalling one (1) sheet, as prepared Charles O’Malley, P.L.S.
4. One (1) copy of a report entitled “Status Update – Site Remediation in Area of Former USTs and Regulatory Compliance,” being dated 12/5/13, with no current revisions, as prepared by Brinkerhoff Environmental Services, Inc.
5. One (1) copy of a letter from the City Fire official dated 11/2/16.

6. One (1) copy of a report entitled “Drainage Report, 909 Asbury Avenue, Block 403 – Lot 8, Asbury Park NJ,” being dated 11/2/16, with no current revisions, as prepared by Anderson Consulting Services, LLC.
7. One (1) copy of Electronic Mail Correspondence with the City Shade Tree Commission.



Site Rendering

Drawn & Signature	Date	Project Number	7-13-18
<i>Robert G. Dooley Jr.</i>		1601	
Checked by	Author	Checker	
A102		A102	

Project:
H4 Holdings 901-911 LLC
908 Asbury Avenue
Asbury Park, NJ

Date: July-13-2016 Per AP ZBA
Revisions:
Robert G. Dooley Jr. Architect
274 Lenox Avenue
Long Branch, NJ 07740
Phone 732-272-7794
email rdooley274@comcast.net

APPLICANT: H4 Holdings, LLC
APPLICANT'S ATTORNEY: Frank Batcha, Esq.
APPLICATION NO.
BLOCK 403 LOT 8; 901-911 Asbury Avenue
ZONE: B-2 Main Street Retail Sales & Service District

**RESOLUTION OF THE ZONING BOARD OF ADJUSTMENT
OF THE CITY OF ASBURY PARK**

GRANTING OF USE AND BULK VARIANCES, DESIGN WAIVERS,
PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL FOR PHASE I OF
THE PROJECT AND VARIANCES, DESIGN WAIVERS AND PRELIMINARY
SITE PLAN APPROVAL FOR PHASE II OF THE PROJECT

WHEREAS, H4 Holdings, LLC, hereinafter referred to as the "applicant"
filed an application with the Zoning Board of Adjustment of the City of Asbury
Park (hereinafter referred to as the "Board") seeking the following:

1. The subject property is located on Asbury Avenue at the northwest corner of Asbury Avenue and Memorial Drive. The site is 24,750 square feet in area and contains or is developed with three existing structures and a paved area. Building #1, which is located on the north side of the property is currently unoccupied. Building #3, which is located on the west side of the property is not in use and Building #2, which is located in the center of the property currently is used for used car sales along with the paved surface area at the site.

The site is covered by buildings, concrete and asphalt. There is a six-foot chain link fence along Asbury Avenue and Memorial Drive. The northerly property line contains a barbed wire fence. The site also

3. The following bulk variances are required for this project:
- a. The required minimum front yard setback is 10 feet, whereas the existing front yard setback on Asbury Avenue is 0 feet. This is a pre-existing condition.
 - b. The required minimum side yard setback is 5 feet, whereas the existing side yard setback is 0.2 feet. This is a pre-existing condition.
 - c. The required minimum rear yard setback is equal to 10% of the lot depth which is 15 feet, whereas the existing rear yard setback is 0.9 feet. This is a pre-existing condition.
4. The following design waivers are required for this project:
- a. Ordinance 30-59.11, requires the front yard area between the street and the required front yard setback to be landscaped with lawns or other appropriate plantings. Since there is no front yard setback provided for this project, there is no landscaping.
 - b. Ordinance 30-59.12.d, requires drive aisle widths to be a minimum of 23' for 90 degree parking spaces. The applicant has proposed 22' aisles.
 - c. Ordinance 30-59.11, requires all onsite parking to be located to the rear of the front yard area which is 10 feet from the property line. Ninety-degree parking spaces are proposed to abut the property line on Asbury Avenue.
 - d. Ordinance 30—59.14.f, requires all parking areas to contain a minimum of 10% of the area landscaped. The applicant is proposing less than 10%.
 - e. Ordinance 30-63.3.d, prohibits barbed wire fences. There is an existing

contains sidewalks, a raised concrete platform and gates for access to the site.

2. The applicant is proposing to develop the site in two phases. Phase I will consist of renovating Building #1 to contain live/work spaces and 7 apartment units. Building #3 will be upgraded and used as a retail location for one of the applicant's commercial ventures. The applicant also proposes new striping for the parking lot area, new landscaping and additional site improvements as depicted on the plans and maps submitted into evidence at the public hearings for this application which plans, maps and testimony in support thereof are adopted herein in full by reference thereto.
3. Phase II will consist of renovations to Building #2, after the current tenant (used car sales) vacates the premises as indicated Jay Harmon, a principal of the applicant. Mr. Harmon testified that the current tenant will be vacating the premises within 15-30 months from August, 2016. Additional site improvements are proposed for Phase II as depicted on the plans, maps and testimony referred to above.
4. The following use variances are required for this project:
 - a. A "d-1" use variance – Live/work studios are not a permitted principal use in the B-2 district (Building #1)
 - b. A "d-2" use variance – The proposed alterations to the site involving the existing used car dealership constitutes an expansion of a nonconforming use.

barbed wire fence along the northerly property line.

f. Ordinance 30-57.12.c, requires small trees (up to 30' in height) to be located 30 to 40 feet apart. The applicant is proposing to locate Flowering Plum trees along Asbury Avenue and Memorial Drive 20 to 27 feet apart; and

WHEREAS, the application pertains to the property located at 901-911 Asbury Avenue, in the City of Asbury Park, New Jersey (hereinafter referred to as the "premises"); and

WHEREAS, all notice requirements were satisfied by the applicant and the Board had jurisdiction to hear, consider and determine the application at issue; and

WHEREAS, the Board considered this matter at a public hearings held on June 21, August 9 & 23, 2016; and

WHEREAS, the Board having given due consideration to the evidence and the testimony presented at said hearings, does hereby make the following findings of fact:

- 1). The premises are located in the B-2 Main Street Retail Sales and Service District.
- 2.) There is currently an automobile sales operation or business located on the property that is a nonconforming use.
- 3.) The applicant is proposing to redevelop this property in two phases as outlined above.

15.) The Board accepts the testimony of the applicant's other professional witnesses for the site plan aspects of this application, subject to compliance with Board recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has sustained its burden of proof for the variances and waivers requested for this project and for preliminary and final site plan application approval for Phase I of this project and preliminary site plan approval for Phase II of this project subject to compliance with Board imposed recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has met the positive and negative criteria required for the variances and design waivers based on the findings of fact of this Board set forth above.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the application for the variances and design waivers for the project and preliminary and final site plan approval for Phase I and preliminary site plan approval for Phase II subject to the applicant complying with the following conditions:

1). All of the testimony of the applicant's witnesses and evidence submitted in support of the application at the public hearing of this application are hereby incorporated herein in full by reference thereto.

2.) The factual findings of this Board numbers 3 through 9 are incorporated herein as conditions attached to the approvals that must be complied with by the applicant.

4.) The principal of the applicant, Jay Harmon testified that the used car operation will vacate the premises within 15-30 months from August, 2016 and that the premises will not be used in the future for used car sales. In the event the tenant does not vacate on a timely basis, the applicant will evict the tenant.

5.) As per the testimony of Jay Harmon the landscaping plan for building # 2 will be submitted to the Board for approval in early to mid- 2017.

6.) As per the testimony of Jay Harmon all signage for the premises will comply with applicable City Ordinances and will be submitted to the Board (if required) for its review and approval in the future.

7.) All trash and recyclables will be removed by private hauler at least one time per week or more often if necessary depending on the uses at the site.

8.) Based on the multiple phasing of the project the applicant understands and accepts the possibility that amendments to the preliminary and final site plan approval hereinafter granted for Phase I and the preliminary site plan approval hereinafter granted for Phase II may be necessary depending on the nature and scope of the future improvements proposed at the site by the applicant. Amendments to the variances and design waivers hereinafter granted may also be necessary depending on the future improvements proposed at the site by the applicant.

9.) The Board accepts the testimony of the applicant's witnesses that pertains to the adequacy of the proposed parking arrangements for the live/work units. A total of eight garage spaces and nine surface spaces are provided for

the live/work units. Three of the garage spaces are dedicated to Suite H. The surface space nearest Suite A will be reserved for that unit via signage or pavement markings. Per Ordinance 30-59.5, retail uses require one parking space per 250 square feet of floor area; building #2 contains 1,456 square feet of area, therefore six spaces are required. Building #3 contains 1,372 square feet, therefore six spaces are required for that building. The applicant has provided thirteen spaces for buildings #2 and #3 where twelve spaces are required therefore the requirements of the Ordinance are satisfied.

10.) Based on the testimony of the applicant's witnesses and particularly the applicant's planner, the Board finds that the site is particularly suited for the proposed uses once the used car sales operation is removed and that the applicant will suffer an undue hardship if the application is denied.

11.) Many of the Zoning deficiencies and inconsistencies with the City Master Plan will be abated once the used car sales operation is removed and the proposed and future site improvements are constructed.

12.) The Board finds that there will not be any substantial negative impact on the immediate area or neighborhood or the Master Plan by granting the use and bulk variances.

13.) The Board finds that the design waivers requested are reasonable and necessary for the project.

14.) The Board accepts the testimony of applicant's planner as the factual and legal basis for the granting of the use and bulk variances and the design waivers.

15.) The Board accepts the testimony of the applicant's other professional witnesses for the site plan aspects of this application, subject to compliance with Board recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has sustained its burden of proof for the variances and waivers requested for this project and for preliminary and final site plan application approval for Phase I of this project and preliminary site plan approval for Phase II of this project subject to compliance with Board imposed recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has met the positive and negative criteria required for the variances and design waivers based on the findings of fact of this Board set forth above.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the application for the variances and design waivers for the project and preliminary and final site plan approval for Phase I and preliminary site plan approval for Phase II subject to the applicant complying with the following conditions:

1). All of the testimony of the applicant's witnesses and evidence submitted in support of the application at the public hearing of this application are hereby incorporated herein in full by reference thereto.

2.) The factual findings of this Board numbers 3 through 9 are incorporated herein as conditions attached to the approvals that must be complied with by the applicant.

19.) Subject to compliance with the findings of fact and the conditions enumerated above the applicant will at a minimum be required to return to this Board for final site plan approval for Phase II of this project.

20.) Parallel parking is required within the drive aisle along Memorial Drive, subject to the applicant submitting a truck circulation plan to Insite Engineering for its review and approval.

21.) All roof leaders shall discharge into the interior of the site and drain into the public right of way.

22.) All gas meters shall be screened from public view.

There was a motion to approve the application by Chairman, Keith Zyla, which motion received a second from Michele Maguire.

The members of the Board who are authorized to vote on this written resolution of memorialization of the action of the Board are those members of the Board who voted in favor of the foregoing Resolution at the public hearing. Those members are: Keith Zyla, Michele Maguire, Christopher Avallone, Russell Lewis and Rick Kniesler.

Yes: *M. Maguire, C. Avallone, R. Kniesler*

No:

Abstain:

Dated: September 27, 2016.

Barbara VanWagner
Barbara VanWagner, Bd. Secretary

11.) All rooftop mechanical equipment will be screened and will not be visible from the street level.

12.) All taxes, fees and escrow accounts shall be current during all phases of this project.

13.) If applicable to this project, this approval is subject to the approval of the Monmouth County Planning Board.

14.) If required by the City of Asbury Park, the applicant will enter into a developer's agreement and post performance bond(s) and inspection fees for the project.

15.) The applicant shall construct or contribute funds for its share of on-site or off-site public or private improvements impacted or necessitated by this project as determined by the City of Asbury Park, Monmouth County Planning Board or any other governmental agency having jurisdiction over this project.

16.) This approval is subject to the approval of any other County, State or Federal Agency having jurisdiction over the project. In the event any other agency having jurisdiction over the project alters the plans and/or approval given to the project by the Zoning Board of Adjustment of the City of Asbury Park the applicant shall so notify the Board and will present to the Board said approvals for review and approval by the Board. This also includes any City agency.

17.) The applicant will adhere to the findings of fact set forth above.

18.) The applicant agrees to comply with the recommendations of the City Fire Official for the project if any.

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AREAS OF THE PUBLIC
RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 901-911 ASBURY
AVENUE (BLOCK 403, LOT 8).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2016, by and between H4 Holdings, LLC, whose address is 901-911 Asbury Avenue, Asbury Park, NJ 07712 (hereinafter “Licensee”), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter “Licensor”).

WITNESSETH:

WHEREAS, Licensor possesses certain ownership and/or control authority over the public right-of-way areas located within the City of Asbury Park (the “City”), including the areas located immediately adjacent to Memorial Drive and Asbury Avenue; and

WHEREAS, Licensee is the owner of the property located at 901-911 Asbury Avenue in the City, which is more commonly known and designated as Block 403, Lot 8 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

WHEREAS, the Property is situated at the northwestern corner of Asbury Avenue and Memorial Drive, and is located in the B-2 Main Street Retail Sales and Service Zoning District; and

WHEREAS, the Asbury Park Zoning Board of Adjustment, as part of a Use Variance and Site Plan approval granted relating to the Property, required the Licensee to construct an irrigation system, as well as to install landscaping and two stops signs (collectively referenced as the “improvements”), all of which are located, either in whole or in part, in areas of the public right-of-way (ROW) adjacent to both Asbury Avenue and Memorial Drive; and

WHEREAS, the Licensee has requested that Licensor allow it to encroach into the public ROW areas along Asbury Avenue and Memorial Drive for the construction and continued presence/maintenance of the improvements; and

WHEREAS, the improvements are depicted and described in more detail in the approved landscaping plan, the Zoning Board of Adjustment Resolution dated September 27, 2016 and the Resolution Compliance Review Report from the Zoning Board of Adjustment Engineer dated November 29, 2016 (collectively referenced as the “approval documents”), all of which are on file in the City Clerk’s Office; and

WHEREAS, the Licensor is willing to allow the construction and continued presence/maintenance of the improvements to encroach into the public ROW under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good cause and valuable consideration, the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee the revocable right to construct the improvements in, on, over and/or above certain portion(s) of the public ROW areas located along Asbury Avenue and Memorial Drive, as more particularly described and depicted in the approval documents. Licensor additionally grants to Licensee the revocable right to utilize portion(s) of the public ROW areas located along Asbury Avenue and Memorial Drive for the continued presence/maintenance of the improvements, as more particularly described and depicted in the approval documents.

2. The within License shall be revocable at the will of Licensor, and Licensee shall have no recourse whatsoever against Licensor if said privilege is revoked at any time and/or for any reason during the course of the within Agreement.

3. Licensee will exercise the privilege granted herein at Licensee's own risk and agrees that it will never claim any damages against Licensor for any injury or damages suffered on account of the exercise of such privilege, regardless of fault or negligence of the Licensor.

4. Licensee shall name Licensor as an additional insured on its general liability insurance policy covering the Property. Licensor further agrees to indemnify and hold harmless the Licensor against any and all liability for damages for personal injuries or otherwise, and expenses resulting from, arising out of, or in any way connected with the exercise of the privilege by Licensee, its successors and assigns.

5. Licensee agrees to consult with the Asbury Park Environmental Shade Tree Commission regarding the proposed tree and plant species to be planted as part of the improvements.

6. Licensee acknowledges that additional approvals may be required from the County of Monmouth (the "County") for use of the public ROW areas located adjacent to Asbury Avenue, as Asbury Avenue is under the County's jurisdiction.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

H4 Holdings, LLC

Print Name: _____

By: James Harmon

Title: _____

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor



RESOLUTION NO. 2017-53

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

RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING VERIZON WIRELESS TO USE POLES ERECTED BY PARTIES THAT HAVE THE LAWFUL RIGHT TO MAINTAIN POLES WITHIN THE PUBLIC RIGHT-OF-WAY IN THE CITY OF ASBURY PARK

WHEREAS, New York SMSA Limited Partnership d/b/a Verizon Wireless, (“Verizon Wireless”), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may use such poles erected within the public right-of-way in the City of Asbury Park; and

WHEREAS, New Jersey law permits such use provided that there is the consent of the relevant municipality;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey that:

1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Asbury Park, subject to the following:
 - A. Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.
 - B. Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the City of Asbury Park.
 - C. Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall indemnify, defend and hold harmless the City of Asbury Park, its officers, agents, and servants, from

any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Verizon Wireless or its agents in connection with the use and occupancy poles located within the public right-of-way, except to the extent resulting from the acts or omissions of the City of Asbury Park.

- D. Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Verizon Wireless shall include the City of Asbury Park as an additional insured.
- E. Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance of its facilities.
- F. Notwithstanding any provision contained herein, neither the City of Asbury Park nor Verizon Wireless shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.
- G. This instrument shall be adopted on behalf of the City of Asbury Park by the City Council of the City of Asbury Park and attested to by the City of Asbury Park Manager who shall affix the City of Asbury Park Seal thereto.
- H. The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is using.

STATEMENT

This resolution authorizes Verizon Wireless to use poles erected within the public right-of-way of the City of Asbury Park by parties that have the lawful right to maintain such poles.

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. 2017-53 which was finally adopted by the City Council at a meeting held on the 11th day of January, 2017

CERTIFIED BY ME THIS 12th DAY OF January, 2017.

CINDY A. DYE
CITY CLERK



283 King George Road
Warren, NJ 07059

December 19, 2016

City of Asbury Park
ATTN: Michael Capabianco
One Municipal Plz
Asbury Park, NJ 07712

Dear Mr. Capabianco:

Verizon Wireless is in the process of planning to upgrade and enhance its network for 2017 by deploying small network nodes in the public right-of-way. Part of the planning process includes securing the permissions necessary for that deployment.

Obtaining consent from municipalities to locate and operate in the right-of-way is the first level of permission that Verizon Wireless seeks. Verizon Wireless would like to receive non-site specific consent granting permission to locate and operate in the right-of-way in City of Asbury Park by attaching to existing and new utility poles, and would later obtain any required site specific permits for each node through the building departments. As such, Verizon Wireless is requesting consent from the City Council of the City of Asbury Park to use facilities lawfully erected in the public right-of-way for small network nodes, and respectfully requests to be placed on the next available agenda for consideration of this request by the City of Asbury Park.

To facilitate this request, Verizon Wireless has provided a fact sheet with details of the proposal, a proposed form of resolution for adoption by the City Council and relevant statutes for reference.

By way of the above, Verizon Wireless hereby submits this application for authorization by the City Council of the City of Asbury Park to locate and operate small network nodes in the public right of way by attaching to existing and new utility poles.



Verizon Wireless hereby authorizes employees of Tilson Technology Management, Inc. to deliver this request, to represent Verizon Wireless at meetings of the City Council and to discuss this proposal with officials of Asbury Park.

Questions about this proposal can be directed to Larry Morgan at (978) 228-8013, or lmorgan@tilsontech.com. Notices regarding this proposal and hearing date should be sent electronically to lmorgan@tilsontech.com, or by mail to:

Tilson
ATTN: Larry Morgan
5 East 1st Street, 2nd Floor
Clifton, NJ 07011

VERIZON WIRELESS

By: 

Steve Weiss

Manager – Real Estate, NNJ

Date: 12/19/2016



Fact Sheet

What is Verizon Wireless Planning in City of Asbury Park?

Verizon Wireless is deploying small network nodes in the municipal and county rights-of-way in New Jersey, which enables it to increase coverage and network data capacity. Small network nodes are a low-powered wireless technology that involves the use of antennas, two to three feet long, and radio cabinets, approximately 20-inches wide and 55-inches tall, which are mounted on existing or new utility poles or light poles which are lawfully erected in the public right-of-way. These network nodes augment the coverage from new and existing tower and rooftop sites, providing signal in terrain challenged areas. They are also an important part of Verizon Wireless' capacity focused mobile network. These small network nodes will help provide residents, commuters, and emergency responders in the City of Asbury Park access to the next generation of wireless networks, and a roadmap toward upcoming emerging wireless technologies like 5G.

Small network nodes are typically deployed in areas that have some existing Verizon Wireless service, but where the coverage needs to be augmented. Capacity may also be exhausted at various times due to high demand when there are many users performing high-data usage functions (streaming video, uploading files, sending photos, using GPS, etc.). This sector exhaust is likely to increase as the technology used by network subscribers on multiple devices becomes exponentially more sophisticated. Without reliable coverage or when sector exhaust occurs Verizon Wireless network users will have insufficient network access, leading to dropped calls, a potential degradation of 911 services, and the inability to access applications, email, internet and GPS, all of which have potential impacts on public safety.

Small network nodes can be used to offload data capacity from the existing sites, freeing them up for others trying to make phone calls and use data anywhere within their radio frequency footprint. They can also be used to augment coverage from the existing macro network. In this way small network nodes complement macro sites, but are not a substitute for them. Small network nodes are located near street level where they can serve high traffic areas such as outdoor recreation facilities, homes, heavily-traveled roadways and intersections. The functional distance of a small network node is dictated by line of sight, and is limited by its low power.

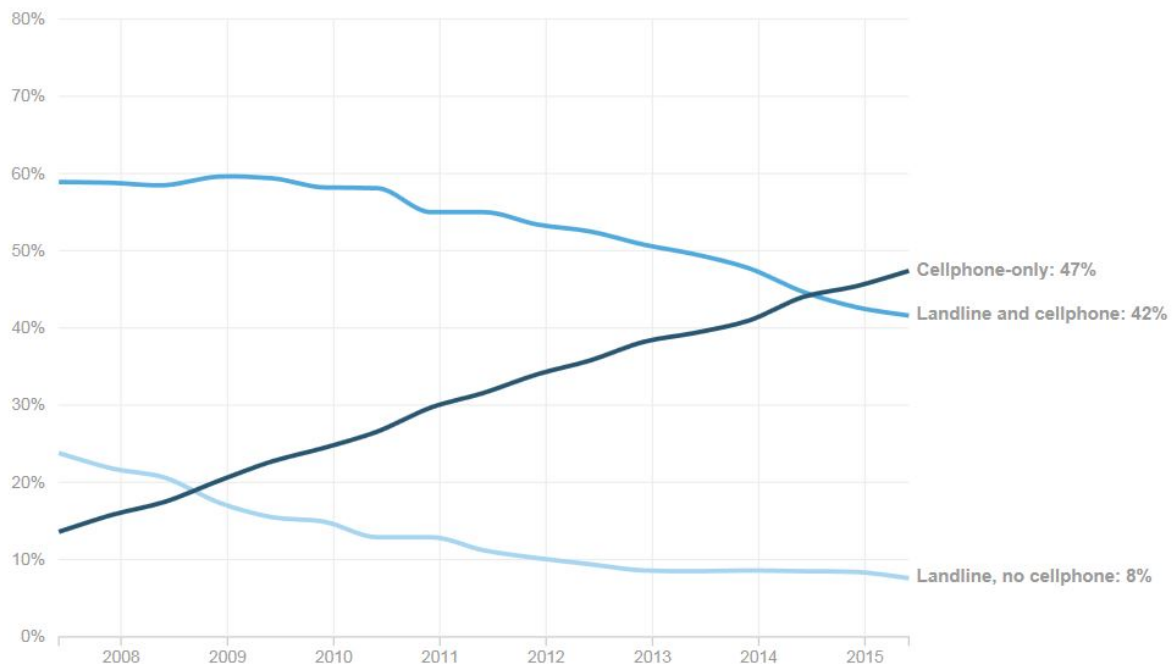
The consent that Verizon Wireless is seeking from the City of Asbury Park is permission to operate in the public right of way. This consent will not allow Verizon Wireless to construct nodes without site-specific review by the building department.

Why are Small Network Nodes so Important?

Small network nodes fill in coverage and capacity gaps created by both sector exhaust and by the inability of larger macro sites to fill in those small gaps. Providing network coverage and data capacity to all users in both their homes and on the road is increasingly important. Between 2014 and 2015 the number of “wireless only” homes surpassed the number of homes with both landline and cell phone connectivity.

The Rise Of The Cellphone-Only Household

Share of households, by type of phone



Source: CDC/NCHS, National Health Interview Survey

Credit: Alyson Hurt and Alina Selyukh/NPR

Additionally, the National Highway Traffic Administration reported in February, 2016 that 76% of all 911 calls originate from a cell phone. Having a strong wireless network is not just for convenience, but is also necessary for public safety.

The use of wireless devices is increasing exponentially. In the United States there are 355 million wireless devices in use by 319 million residents (CTIA, June 2015). The demand for wireless data services has nearly doubled over the last year, and is expected to grow 650% between 2013 and 2018 (Cisco, VNI Mobile Forecast Highlights, 2013-2018). The increased use of smart phones, tablets, health monitors and other wireless devices in everyday life relies on the Verizon Wireless Network. Small cell networks will add coverage and capacity and improve in-building coverage, voice quality, reliability and data speeds for the City of Asbury Park residents, businesses, first responders and visitors using the Verizon Wireless Network. Having adequate coverage has become a necessity of daily life and for public safety.

Are Small Network Nodes Safe?

The FCC, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration and the Occupational Safety and Health Administration, has developed safety standards designed to protect against adverse health effects. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to radio frequency (RF) biological effects. The FCC explains that its standards “incorporate prudent margins of safety.” It explains further that “radio frequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits.”

The FCC provides information about the safety of RF emissions from wireless base stations on its website at: <http://www.fcc.gov/oet/rfsafety/rf-faqs.html>. In general, due to their small size, low wattage and limited coverage, emissions from small network nodes are a small fraction of FCC-permitted levels in any publicly accessible area.

Where are Small Network Nodes Placed?

Small Network Nodes are most often attached to wood utility poles in the public right-of-way. Verizon Wireless always looks to attach to existing utility poles as a first option, however, due to utility company restrictions, only a small percentage of existing utility poles meet the requirements for attachment. In situations where, because of utility company requirements, Verizon Wireless cannot attach to existing wood utility poles they will request that a public utility set a new pole for their use. The pole will be set in the public right-of-way, and will be of the same size and type that the public utility is permitted to set in the area so as not to be out of character with the current infrastructure.

In locations where there are no existing wooden utility poles, such as downtown areas or newer subdivisions with underground utilities, Verizon Wireless will not place new wooden poles, and would instead seek to have placed new or replacement stealth fixtures that integrate the small network node equipment into a streetlight structure. This would be a different phase of the development and Verizon Wireless would approach the municipality with a new proposal for this type of development.

Photographic representations of all of the above-referenced small network node deployment types are provided on the following pages.

Verizon Wireless Small Network Node on Existing Wood Utility Pole



Verizon Wireless Small Network Node on a New Wood Utility Pole



Attachment: Municipal Consent Package - Asbury Park (2017-53 : Verizon Build Outs)

What is Verizon Wireless seeking from the City of Asbury Park?

A provision of the New Jersey Public Utility Act, N.J.S.A. 48:3-18 (copy enclosed), permits any company (not necessarily public utilities) to use poles that have been lawfully erected in the public right-of-way. Where the second company is not itself a franchised utility, which is the case with Verizon Wireless, the consent of the municipality is required under N.J.S.A. 48:3-19 (copy enclosed). A form of proposed resolution for adoption to formalize such consent is attached.

Can the City of Asbury Park Reject the Request?

Under Federal law, specifically Section 253 of the Federal Telecommunications Act, 47 U.S.C. 253 (copy enclosed), the municipality may not withhold approval, but it may impose reasonable conditions, such as requiring insurance and repair to any damage caused, which have been included in the attached proposed resolution.

What Sort of Fee is Allowable?

The City of Asbury Park may not impose a tax on these facilities, but it is entitled to recover the reasonable costs for actual services that it incurs in reviewing and approving Verizon Wireless' request. The relevant state statute is N.J.S.A. 54:30A-124 (copy enclosed).

What is Verizon Wireless **NOT** seeking to do in the City of Asbury Park?

Verizon Wireless is aware that many wireless service providers and other telecommunications infrastructure providers are also seeking consent from municipalities in New Jersey to install wireless transmitting equipment in the public rights of way. Understanding the visual sensitivities of residents and City leaders, Verizon Wireless is committed to first, using existing infrastructure, and second, only installing new infrastructure when necessary, and ensuring that any new infrastructure is in character with the existing streetscape. Additionally, Verizon Wireless will not install new wood poles that are substantially taller (10%) than existing utility poles, or install utility poles made of steel or other non-wood material in an area with existing wood utility poles.

Verizon Wireless is seeking this consent exclusively for their own equipment to provide services to customers using the Verizon Wireless network. The consent from the municipality will not be used by Verizon Wireless to construct infrastructure to be leased to others.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASBURY PARK

No. _____

Date of Adoption _____

WHEREAS, New York SMSA Limited Partnership d/b/a Verizon Wireless, ("Verizon Wireless"), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may use such poles erected within the public right-of-way in the City of Asbury Park; and

WHEREAS, New Jersey law permits such use provided that there is the consent of the relevant municipality;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY THAT:

1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Asbury Park, subject to the following:
 - A. Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.
 - B. Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the City of Asbury Park.
 - C. Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall indemnify, defend and hold harmless the City of Asbury Park, its officers, agents, and servants, from any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Verizon Wireless or its agents in connection with the use and occupancy poles located within the public right-of-way,

except to the extent resulting from the acts or omissions of the City of Asbury Park.

- D. Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Verizon Wireless shall include the City of Asbury Park as an additional insured.
- E. Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance of its facilities.
- F. Notwithstanding any provision contained herein, neither the City of Asbury Park nor Verizon Wireless shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.
- G. This instrument shall be adopted on behalf of the City of Asbury Park by the City Council of the City of Asbury Park and attested to by the City of Asbury Park Manager who shall affix the City of Asbury Park Seal thereto.
- H. The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is using.

STATEMENT

This resolution authorizes Verizon Wireless to use poles erected within the public right-of-way of the City of Asbury Park by parties that have the lawful right to maintain such poles.



KeyCite Yellow Flag - Negative Treatment

Proposed Legislation

New Jersey Statutes Annotated
Title 48. Public Utilities (Refs & Annos)
Chapter 3. Public Utilities in General (Refs & Annos)
Article 4. Joint Use of Poles

N.J.S.A. 48:3-18

48:3-18. Agreements

Currentness

Any person municipal or otherwise, may enter into a written agreement with any other such person owning or using any poles erected under municipal consent in any street, highway or other public place for the use by the former person of the poles upon such terms and conditions as may be agreed upon by the persons.

Credits

Amended by L.1962, c. 198, § 41.

N. J. S. A. 48:3-18, NJ ST 48:3-18

Current with laws effective through L.2015, c. 115 and J.R. No. 7.

End of Document

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Attachment: Municipal Consent Package - Asbury Park (2017-53 : Verizon Build Outs)

New Jersey Statutes Annotated
Title 48. Public Utilities (Refs & Annos)
Chapter 3. Public Utilities in General (Refs & Annos)
Article 4. Joint Use of Poles

N.J.S.A. 48:3-19

48:3-19. Municipal consent

[Currentness](#)

The consent of the municipality shall be obtained for the use by a person of the poles of another person unless each person has a lawful right to maintain poles in such street, highway or other public place.

Credits

Amended by L.1962, c. 198, § 42.

N. J. S. A. 48:3-19, NJ ST 48:3-19

Current with laws effective through L.2015, c. 115 and J.R. No. 7.

End of Document

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Attachment: Municipal Consent Package - Asbury Park (2017-53 : Verizon Build Outs)

New Jersey Statutes Annotated

Title 54. Taxation

Subtitle 4. Particular Taxes on Corporations and Others

Part 5. Taxation of Certain Public Utilities

Chapter 30A. Franchises and Gross Receipts Taxes (Refs & Annos)

Article 4. Transitional Energy Facility Assessment Act

N.J.S.A. 54:30A-124

54:30A-124. Certain local government fees, taxes, levies or assessments prohibited

Currentness

a. No municipal, regional, or county governmental agency may impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against energy companies subject to the provisions of P.L.1940, c. 5 ([C.54:30A-49 et seq.](#)) prior to January 1, 1998 or telecommunication companies. Nothing in this section shall be construed as a bar to reasonable fees for actual services made by any municipal, regional or county governmental agency. Nothing in this section shall be construed to affect the franchising process or the assessment of franchise fees with respect to the provision of cable television service in accordance with the provisions of P.L.1972, c. 186 ([C.48:5A-1 et seq.](#)).

b. Nothing in this section shall be construed to limit municipal taxation of real or personal property pursuant to [R.S.54:4-1](#) of local exchange telephone, telegraph and messenger systems, companies, corporations or associations that were subject to tax under P.L.1940, c. 4 ([C.54:30A-16 et seq.](#)) as of April 1, 1997.

Credits

[L.1997, c. 162, § 69, eff. Jan. 1, 1998.](#)

N. J. S. A. 54:30A-124, NJ ST 54:30A-124

Current with laws effective through L.2015, c. 115 and J.R. No. 7.

End of Document

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United States Code Annotated

Title 47. Telecommunications (Refs & Annos)

Chapter 5. Wire or Radio Communication (Refs & Annos)

Subchapter II. Common Carriers (Refs & Annos)

Part II. Development of Competitive Markets (Refs & Annos)

47 U.S.C.A. § 253

§ 253. Removal of barriers to entry

Effective: February 8, 1996

[Currentness](#)

(a) In general

No State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

(b) State regulatory authority

Nothing in this section shall affect the ability of a State to impose, on a competitively neutral basis and consistent with [section 254](#) of this title, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers.

(c) State and local government authority

Nothing in this section affects the authority of a State or local government to manage the public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government.

(d) Preemption

If, after notice and an opportunity for public comment, the Commission determines that a State or local government has permitted or imposed any statute, regulation, or legal requirement that violates subsection (a) or (b) of this section, the Commission shall preempt the enforcement of such statute, regulation, or legal requirement to the extent necessary to correct such violation or inconsistency.

(e) Commercial mobile service providers

Nothing in this section shall affect the application of [section 332\(c\)\(3\)](#) of this title to commercial mobile service providers.

(f) Rural markets

It shall not be a violation of this section for a State to require a telecommunications carrier that seeks to provide telephone exchange service or exchange access in a service area served by a rural telephone company to meet the requirements in [section 214\(e\)\(1\)](#) of this title for designation as an eligible telecommunications carrier for that area before being permitted to provide such service. This subsection shall not apply--

(1) to a service area served by a rural telephone company that has obtained an exemption, suspension, or modification of [section 251\(c\)\(4\)](#) of this title that effectively prevents a competitor from meeting the requirements of [section 214\(e\)\(1\)](#) of this title; and

(2) to a provider of commercial mobile services.

CREDIT(S)

(June 19, 1934, c. 652, Title II, § 253, as added [Pub.L. 104-104, Title I, § 101\(a\)](#), Feb. 8, 1996, 110 Stat. 70.)

47 U.S.C.A. § 253, 47 USCA § 253

Current through P.L. 114-61 (excluding P.L. 114-52, 114-54, 114-59, and 114-60) approved 10-7-2015

End of Document

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WIRELESS TELECOMMUNICATIONS SMALL NETWORK NODES
SAMPLE PHOTOS



2 Lake Avenue & Route 18, East Brunswick

Attachment: Sample Completed Nodes (2017-53 : Verizon Build Outs)



245 Commercial Street, Suite 203, Portland, ME 04101
www.tilsontech.com - info@tilsontech.com
 @til tech - (207) 591-6427



TILSON



2 Lake Avenue & Route 18, East Brunswick

Attachment: Sample Completed Nodes (2017-53 : Verizon Build Outs)



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 @til tech - (207) 591-6427



TILSON



91 W Prospect & Route 18, East Brunswick



245 Commercial Street, Suite 203, Portland, ME 04101
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91 W Prospect & Route 18, East Brunswick

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TILSON



110 Clinton Ave & Route 35, Eatontown



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110 Clinton Ave & Route 35, Eatontown



245 Commercial Street, Suite 203, Portland, ME 04101
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TILSON



111 W Union Ave (Bound Brook High School), Bound Brook

Attachment: Sample Completed Nodes (2017-53 : Verizon Build Outs)



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 @til tech - (207) 591-6427



TILSON



111 W Union Ave (Bound Brook High School), Bound Brook

Attachment: Sample Completed Nodes (2017-53 : Verizon Build Outs)



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TILSON



303 W Union Ave, Bound Brook

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TILSON



303 W Union Ave, Bound Brook

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TILSON



382 Thompson Ave & Union Ave, Bound Brook

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TILSON



382 Thompson Ave & Union Ave, Bound Brook

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TILSON



600 W Union Ave, Bound Brook

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TILSON



600 W Union Ave, Bound Brook

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TILSON



417 Overlook Circle, Keyport (Aberdeen Township), NJ

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TILSON



2909 Washington Road, Parlin (Borough of Sayreville), NJ

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**Asbury Park, New Jersey
ORDINANCE NO. 2017-1**

**AMENDING AND SUPPLEMENTING CHAPTER II “ADMINISTRATION” SECTION
2-47.6B “REPRESENTATION” (SUNSET LAKE COMMISSION) OF THE “CODE OF
THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter II “Administration” Section 2-47.6b “Representation” (Sunset Lake Commission) of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

Section 2-47.6b (4) Two (2) alternate members as chosen by the City Council

BE IT FURTHER ORDAINED, 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. 2017-1 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2017

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 11, 2017
WORK SESSION

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

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

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

City Manager Capabianco had no issues.

Special Event Applications

Leesha Floyd was present to review the special event applications.

Review of Agenda Items for January 11, 2017 Regular Meeting

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

Discussion Items

1. Payment in Lieu of Parking Ordinance

Michael Manzella, Transportation Planner, discussed the payment in lieu of parking ordinance proposal.

2. New Jersey School Board Association Resolution for School Board Recognition Week

City Manager Capabianco discussed the New Jersey School Board Association Resolution for School Board Recognition Week.

3. Amendment to Personnel Policy

City Manager Capabianco reviewed the amendments to the personnel policy.

4. Capital Program

City Manager Capabianco review the proposed capital program with the City Council.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775 - 2100
FAX: (732) 775 - 0441



CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN
YVONNE CLAYTON
JESSE KENDLE

MICHAEL CAPABIANCO, CITY MANAGER

Memo

To: City Council
Michael Capabianco, City Manager

Cc: Fredrick Raffetto, City Attorney

From: Michael J. Manzella, PP, AICP, Transportation Manager

Date: December 2, 2016

Re: Recommended Payment-in-Lieu-of Parking Ordinance

The City has been assessing a payment-in-lieu-of parking (PILOP) fee in recent years to allow developers to reduce the amount of off-street parking that is required for a particular site within the Central Business District (CBD). The fee of \$3,000 per space can be paid in lieu of providing the minimum required off-street parking requirements. However, this PILOP fee has not been codified, and it has generally been deemed by many that the fee is too low, given a number of factors.

The City Parking Committee compiled rationale to raise the PILOP fee to \$25,000 per space. The rationale includes:

1. Per the Parking Committee, the cost of a parking space in two of the major condo complexes in the City are \$25,000-30,000.
2. Recent studies indicate that the cost of structured parking is approximately \$28,000 per space.
3. The revenue generated by an individual parking space in the City is approximately \$3,000 per year. At current rates, the revenue would be approximately \$30,000 per space over 10 years.
4. Each parked car that is added to the on-street parking network could be considered to remove almost \$3,000 in annual revenue since another vehicle could occupy that space.

The Director of City Planning and Redevelopment conducted an analysis of the CBD Redevelopment Area and determined that many of the major potential redevelopment parcels within the CBD Area have already received approvals and would be locked in at the \$3,000 per

space fee. There are potentially up to 12 additional parcels which may be eligible for an increased PILOP fee, should it be adopted.

Several other cities in New Jersey have adopted PILOP fees in their downtowns. The Borough of Metuchen adopted a PILOP ordinance in 2015 for its downtown area, establishing a fee of \$2,500 per required parking space for all affordable housing units and \$5,000 per required parking space for all other uses.¹ The City of Rahway Parking Authority assessed a PILOP fee of \$3,500 per parking space for a development project in 2013 to satisfy the developer's parking requirements². The Borough of Fort Lee established a PILOP fee for its Parking Improvement Parking of \$20,000 per parking space.³ PILOP fees have been utilized all over the nation as well. In a study "Parking Matters" prepared for the State of New Jersey in July 2006⁴, it was found that the average PILOP fee in the State of California was \$6,000 to \$9,000 per space. In the South Beach area of Miami Beach, FL, the PILOP fee was \$15,000 per parking space in 2006.

Upon review of a recent NJ League of Municipalities study, the cost per square foot for construction of structured parking in the was found to be between \$45 and \$90 per square foot.⁵ A study from Carl Walker in 2014⁶ found the cost of construction in New York City to be \$70.85 per square foot and the national median cost of \$18,038 per space. T&M Associates priced a structured parking space at approximately \$19,000. The industry standard for the area of a structured parking space is 300 square feet, which includes a 9' x 18' parking stall as well as associated drive aisles and common areas associated with the development of a parking garage.

One strategy that is recommended in the parking industry is to set the fee level attractively lower than the cost of constructing parking on-site in order to produce meaningful revenue while not discouraging development and redevelopment. Another strategy that may be employed in conjunction is to combine a lower base fee with per-space incremental fees that will allow the fee to be affordable for smaller developments, while incentivizing larger parcels to provide more on-site parking.

Based on a summary of the above findings, I recommend that the City of Asbury Park implement a base PILOP fee in the amount of \$14,500 per space with an incremental fee of \$500 per space. In order to prevent an overburden for the construction of affordable residential units, I recommend a base PILOP fee in the amount of \$7,750 per space with an incremental fee of \$250 per space for those units. The base fee that is recommended for non-affordable units corresponds to \$50/square foot for parking, which is lower than the typical cost per square foot in New Jersey. A sample incremental fee table for the non-affordable units is provided below.

¹ <http://ecode360.com/documents/ME1460/source/LF839039.pdf>

² <http://www.rahwayparking.org/Portals/0/Forms/Minutes/2013/05-13%20RPA%20Meeting%20Minutes.pdf>

³ <http://ecode360.com/10068172>

⁴ <http://www.state.nj.us/state/planning/publications/180-parking-matters-070106.pdf>

⁵ http://www.njslom.org/magart0306_pg72.html

⁶ <http://www.carlwalker.com/wp-content/uploads/2014/04/April-Newsletter-2014.pdf>

Number of Parking Spaces	Per Space Fee (\$14,500) plus Incremental Fee (\$500 x number of spaces)	Total PILOP Fee
1	\$15,000	\$15,000
2	\$15,500	\$31,000
3	\$16,000	\$48,000
4	\$16,500	\$66,000
5	\$17,000	\$85,000
6	\$17,500	\$105,000
7	\$18,000	\$126,000
8	\$18,500	\$148,000
9	\$19,000	\$171,000
10	\$19,500	\$195,000

However, it is believed that the development community will react to this figure unfavorably. With the implementation of a higher fee, the downtown will most likely see less residential units developed. The price must be such that downtown development is not impeded, but ensures that the downtown parking supply is not exasperated. Therefore, it is recommended that the City of Asbury Park implement a base PILOP fee in the amount of \$4,900 per space with an incremental fee of \$100 per space. For affordable housing units, the base PILOP fee would be \$2,450 per space with an incremental fee of \$50 per space. The base fee that is recommended corresponds to \$16/square foot for parking. A sample incremental fee table for non-affordable units is provided below.

Number of Parking Spaces	Per Space Fee (\$4,900) plus Incremental Fee (\$100 x number of spaces)	Total PILOP Fee
1	\$5,000	\$5,000
2	\$5,100	\$10,200
3	\$5,200	\$15,600
4	\$5,300	\$21,200
5	\$5,400	\$27,000
6	\$5,500	\$33,000
7	\$5,600	\$39,200
8	\$5,700	\$45,600
9	\$5,800	\$52,200
10	\$5,900	\$59,000

It is recommended that an ordinance be adopted to codify the PILOP fee for the CBD as soon as possible.

Sincerely,

Michael J. Manzella, PP, AICP
Transportation Manager

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

CITY OF ASBURY PARK GOVERNMENT

FORM OF GOVERNMENT

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

THE CITY COUNCIL

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

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

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

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

THE CITY MANAGER

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

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

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

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

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

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

EMPLOYEES OF THE CITY OF ASBURY PARK

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

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

DEFINITIONS

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

The City employs three (3) types of employees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Probation Period

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

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

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

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

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

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

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

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

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

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

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

International Association of Fire Fighters (IAFF) Local 384

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

Superior Officers Association (SOA) Local No. 6

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

All employee questions regarding specific union membership should be directed to the City Manager's office. The City Manager will direct the employee to the appropriate union representative.

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, 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.

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

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

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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 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.

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.

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 whistleblower complaints is not subject to the limitations in the Grievance Policy.

RETALIATION

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

Video Surveillance

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

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

systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the City video surveillance camera systems or 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.

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, the City cannot require the employee to provide its password to his/her personal account.

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 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.

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.

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 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.

The City encourages employees to share information with co-workers and with those outside the City for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City. Social media provide inexpensive, informal and timely ways

to participate in an exchange of ideas and information. However, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

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

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

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

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.

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.

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

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

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

Sick Leave

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

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
 Assistant Municipal Tax Collector
 Chief Sewerage Plant Operator
 Construction Official

Tax Assessor
 Tax Collector
 Assit. Public Works Superintendent
 Beach Supervisor

Dir. of Community Development
 Dir. of Community Relations and Social Services
 Dir. of Economic Development Program
 Supervisor of Senior Citizen Program
 Program Coordinator/Facilitator
 Supervising Accountant
 Supervising Data Processing Operator
 Supervising Laborer

Chief Housing Inspector
 Mechanics Foreman
 Municipal Court Administrator
 Planning Director
 Program Monitor
 Public Health Nurse
 Sub-Code Official
 Supervising Maintenance Repair

APPENDIX B
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 _____

TO BE COMPLETED BY THE CITY MANAGER

Circle One:

REQUEST IS: APPROVED DISAPPROVED

(City Manager)

Date

Appendix D DONATED LEAVE

PROGRAM DONOR

TRANSFER FORM

TO BE COMPLETED BY THE DONOR AND SUBMITTED TO THE DONOR'S SUPERVISOR FOR PROCESSING TO
THE CITY OF ASBURY PARK

I HERBY DIRECT THE City of Asbury Park to transfer ____ vacation day(s) and/or ____
sick day(s) to the donated leave fund to be used by _____ (specify
name of intended recipient).

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

PRINTED NAME:

SIGNATURE:

DATE

DEPARTMENT _____ OFFICE PHONE _____

FOR USE BY THE CITY:

Your request to transfer the above sick day(s) _____ has been approved _____.
has been disapproved ____.

Reason(s) if disapproved:

 City Manager

 Date

Appendix E Donated Leave
Program

DONATED LEAVE REQUEST FORM

THE FORM MUST BE COMPLETED BY THE RECIPIENT AND SUBMITTED TO THE RECIPIENT'S SUPERVISOR
FOR PROCESSING TO THE CITY OF ASBURY PARK

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s)

- 3a. I have attached a doctor's certification attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:

- 3b. I have attached a doctor's certification attesting to the nature of _____
(name) catastrophic health condition or injury. This person is my _____
(specify family relationship).
- 4.I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that receipt of donated leave will not preclude the City from filing disciplinary charges, if applicable.

8. I represent that I have used all of my accrued leave (sick/vacation and personal) and/or compensatory time prior to receipt of any donated leave time.

Recipients Name:	Office Tel:
Signature:	Date:
Recipients Depart:	

Appendix F

DEPARTMENT HEAD REQUEST FOR NEW HIRE/PROMOTION

This form is to be used by Department Heads ONLY

Use this form to request the hire of new employees and promotional requests. Complete this form and submit to the City Manager for approval prior to beginning your search for new employees or requesting a list from the Civil Service Commission.

DEPARTMENT _____

TITLE: _____ NUMBER OF POSITIONS: _____

Circle one: FULL TIME PART TIME

TEMPORARY EMPLOYMENT? YES NO

NOTIFICATION OF TEMPORARY STATUS: _____

Circle one: NEW HIRE PROMOTION

IF PROMOTION, SPECIFY TITLE CHANGE:

FROM: _____ TO: _____

RESIDENCY – Circle One

ASBURY PARK ONLY COUNTY SURROUNDING COUNTIES STATE

BUDGET ALLOCATION

Circle One: GRANT ALLOCATION REGULAR (NON –GRANT)

IF GRANT, SUPPLY INFORMATION REGARDING THE SPECIFICS OF THE GRANT:

APPROXIMATE HIRE DATE: _____

REQUESTED BY: _____
(Print Name) (Signature)

TO BE COMPLETED BY THE CITY MANAGER

Circle One:
REQUEST IS

APPROVED

DISAPPROVED

City Manager

(Date)

Appendix I

COMMERCIAL DRIVERS LICENSES DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF ASBURY PARK

PURPOSE:

The purpose of this program is to comply with federal and state statutes which require drug and alcohol testing for commercial drivers licensed Employees, and maintain a safe drug free work environment.

AUTHORITY:

This policy is intended to comply with all applicable federal and state statutes which relate to regulations relating to Commercial Drivers Licensed Employees, including but not limited to the following.

49 CFR Part 40: Procedures for Transportation Workplace Drug Testing Programs.

49 CFR, Part 391: Subpart H, Controlled Substance Testing, Covering Federal Highway Administration (FHWA) and controlled drivers.

Section 382-401 Federal Motor Carrier Safety Regulations

49 CFR, Part 394: Notification and Reporting of Accidents

CITY OF ASBURY PARK POLICY:

In an effort to ensure that the City of Asbury Park complies with Department of Transportation Regulations, a drug and alcohol testing program will be in effect for all commercial drivers licensed holders, hereinafter referred to as employees. This program will provide for pre-employment, random, post-accident testing, reasonable suspicion, return to duty, and follow-up testing. The City has retained an independent contractor, (Hereinafter referred to as the agent), to manage and administer the testing program.

Any employee possessing a commercial driver license reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor will first seek another supervisor's opinion of the employee's status. The supervisor will subsequently consult privately with the employee about the observation. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be required to be tested for alcohol and illicit substances,

depending on the supervisory determination of the observed impairment. (Under no circumstances will an impaired employee be allowed to drive.)

Prescription drugs prescribed by the employee's physician which do not adversely affect safety or work performance may be taken during working hours. The employee should notify the supervisor of the use of any properly prescribed prescription drugs which may adversely affect the employee's work performance. The abuse of prescription drugs will not be tolerated.

TESTING PROCEDURES:

The Department of Transportation rules require drug and alcohol testing for employees possessing Commercial Driver's licenses. Required drug and alcohol testing is done by two separate and distinct methods. Drug testing is done by urinalysis and alcohol testing is done by breath testing. Below you will find explanations of how this testing will be performed.

Drug Testing:

All drug testing required by the City of Asbury Park will be performed in accordance with Department of Transportation guidelines. This testing process will look for the presence of the following substances: Amphetamines, Cocaine, Opiates, Marijuana, and Phencyclidine. Under no circumstances will any other tests be performed on any specimen provided under Department of Transportation guidelines by a City employee.

Drug testing shall be by urinalysis using split samples. Split sample testing requires the specimen be divided into two separate bottles during the collection process. These two bottles are designated as (1) the primary specimen which shall contain no less than 15 ml of urine, and (2) the "split" specimen which shall contain no less than 15 ml of urine. Upon arrival at the laboratory the primary specimen will be opened and tested. In the first screening test, immunoassay techniques are used to screen urine specimens for classes of drugs. In the second or confirmation test, any positive results found in the first screening will be confirmed using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of specific drugs. Not test result will be reported by the laboratory to the Medical Review Officer (MRO) as a positive drug test result unless both the initial screening test and the confirmation test are positive.

The laboratory shall report the test results to the Medical Review Officer (MO) who shall evaluate the chain of custody, urine custody form, and test results. If a test is reported positive by the laboratory, the MRO will interview the employee to make an independent evaluation of whether the test should be reported as negative or positive. The MRO will report the results of a drug test to the City's designee.

Should an interview with the employee be necessary, the MRO will make two attempts on consecutive business days to call the employee. Should the MRO fail to make contact, he/she shall contact the City's designated representative to request that the employee contact the MRO.

The City's designated representative shall inform the employee of the MRO request in a confidential matter. Failure to respond within five days will be noted by the MRO when positive results are reported. If the MRO and the City's designated representative are unable to contact the employee; the

employee may be placed on unpaid medical leave pending dismissal. It is the employee's responsibility to provide a phone number at which he/she can be contacted on the chain of custody form.

Alcohol Testing:

The Department of Transportation rules require breath testing for alcohol. This testing must be done using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). This testing can only be performed by a Breath Alcohol Testing Technician (BAT) that is certified in the equipment being used. The testing rules, regulations and outcomes shall follow Federal and State rules.

PRE-EMPLOYMENT TESTING:

All prospective employees applying for positions that require a commercial Driver's License will be required to undergo a pre-employment test for the presence of illicit drugs. Receipt by the City of negative test results is required prior to engaging in any safety sensitive function or an offer to employment. A positive test result will disqualify an applicant from further consideration at that time.

Failure to keep an appointment with the agent, which was previously agreed to by both the prospective employee and the Agent, will be viewed as an attempt to elude the testing or alter its results. No further consideration for employment will be given the prospective employee at that time.

Employability Proof:

After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

RANDOM TESTING:

All employee's covered by service contracts which require random testing and all employees who must have Commercial Driver's License to perform their duties for the City will be subject to random, unannounced alcohol and drug testing. Selection criteria, number of tests and test frequency will be determined by the language of FHWA regulations and will be communicated to employees by City management of Agent.

Upon notification of selection, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to elude the test or alter its results and could result in disciplinary action up to and including termination.

REASONABLE SUSPICION TESTING:

All employees are subject to a fitness for duty evaluation, to include urine and breath testing, when there is reason to believe that alcohol or drug use is or will adversely affect job performance. A reasonable cause referral for testing will be made on the basis of documented, objective facts and circumstances which are consistent with the long and short term effects of substance abuse.

Examples of reasonable suspicion include, but are not limited to, the following:

Adequate documentation of unsatisfactory work performance or on-the-job behavior.

Physical signs and symptoms consistent with substance abuse.

Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, alcohol, or drugs.

Fights, assaults, or flagrant disregard of violations of established safety, security or operating procedures.

Reasonable cause testing determination will be made by a supervisor 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.
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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)

Department	Item	Hard Cost	2:20 Cost	Total Cost	Notes
Recreation	Van	\$0	\$0	\$0	To replace 1998 van (from previous year?)
Police	Three cars	\$150,000	\$0	\$150,000	Annual replacement program
Police	Accreditation Upgrades	\$35,000	\$0	\$35,000	Building improvements
Social Services	Van	\$45,000	\$0	\$45,000	To replace bus, no CDL license required
DPW	Sweeper	\$285,000	\$0	\$285,000	New sweeper (mechanical full size; not little one)
DPW	Vehicle	\$50,000	\$0	\$50,000	Pickup truck
Building	Vehicle	\$45,000	\$0	\$45,000	Annual replacement program/ old vehicle to other department
Administration	General Plant	\$70,000	\$0	\$70,000	Security measures
Administration	IT	\$75,000	\$0	\$75,000	City wide
Planning	Main St Streetscape	\$150,000	\$0	\$150,000	As part of DOT project that DOT will not cover; grant applied for so this might just be to supplement grant
DPW	Lighting	\$275,000	\$25,000	\$300,000	Replace traffic light (1) and 4 control boxes
Fire	Personal Protective Gear	\$50,000	\$0	\$50,000	2nd year of annual replacement program
Police	Vehicles electronics	\$45,000	\$0	\$45,000	Upgrades to various cars
Administration	General Plant	\$45,000	\$0	\$45,000	Equipment: cabinets, carpet, etc.
Administration	Garbage cans	\$35,000	\$0	\$35,000	Around the City
Soft cost fees	Soft costs	\$0	\$20,000	\$20,000	Cost associated with Capital Ordinance
General Capital Total				\$1,400,000	

Department	Item	Hard Cost	2:20 Cost	Total Cost	Notes
Administration	Road Repaving	\$1,000,000	\$600,000	\$1,600,000	Road Repaving; Construction Admin fees

Total:
\$3,000,000



Minutes
Meeting of the Municipal Council
Wednesday, January 11, 2017
REGULAR MEETING

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.

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 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

RECOGNITION OF THE CITY OF ASBURY PARK HIGH SCHOOL 2016 VARSITY SOCCER TEAM

The City Council recognized the City of Asbury Park High School 2016 Varsity Soccer Team.

MATTERS FROM CITY COUNCIL

Council Member Clayton announced two events that were occurring this weekend in recognition of Martin Luther King Day.

Council Member Kendle recognized the Recreation Committee and thanked them for attending this evenings meeting.

Deputy Mayor Quinn stated that at the next meeting the Council will be recognizing the football team. She announced that APTV had done interviews of some of the members of both the soccer and football team.

Mayor Moor thanked the Fire Department on the event this past weekend with a car that went through a house. He asked if the City is going after the insurance companies for both the car incident and the gas leak on Mattison. Chief Keddy stated he would like into it.

MATTERS FROM CITY MANAGER

The City Manager had no matters to discuss.

MATTERS FROM CITY ATTORNEY

The City Attorney had no matters to discuss.

PUBLIC PARTICIPATION

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

The following members spoke during the public portion of the meeting: Rita Marano, Daniel Harris, Jerry Scarano , Ernest Mignoli and Chelsea Papburg.

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

MINUTES

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

1. Municipal Council - Regular Meeting - Dec 28, 2016 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2017-47 Resolution Approving Special Event Applications

2017-48 Award of Contract for Regional Contribution Agreement Project (614 Second Ave.)

INDIVIDUAL RESOLUTIONS

2017-49 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2017-50 Authorizing One Year Extension for the Contract With Real Property Data and Verification Services

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

2017-51 Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

RESULT:	TABLED [UNANIMOUS]
	Next: 1/25/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-52 Authorizing the City of Asbury Park to Grant a License to Permit Improvements in an Area of the City Right-Of-Way Adjacent to the Property Located at 901-911 Asbury Avenue, Block 403, Lot 8

Motion made by Mayor Moor and seconded by Council Member Chapman to amend Resolution 2017-52 to insert that approval is required by the Shade Tree Commission and that the City Council highly recommends more landscaping. All were in favor

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

2017-53 Resolution of the City of Asbury Park Authorizing Verizon Wireless to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Asbury Park

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

ORDINANCES

Introduction

2017-1 Amending and Supplementing Chapter II “Administration” Section 2-47.6b “Representation” (Sunset Lake Commission) of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for January 25, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 1/25/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 8:15 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk