



BOROUGH OF RED BANK

90 MONMOUTH STREET ♦ RED BANK ♦ NJ 07701

MUNICIPAL COUNCIL ♦ REGULAR MEETING AGENDA DECEMBER 11, 2025 ♦ 6:30 PM

SUNSHINE STATEMENT This meeting is being held in accordance with the Public Laws of 1975, Chapter 231 and adequate notice of this meeting has been provided by a notice sent to Asbury Park Press, Two River Times and Star Ledger and posted in the Main Lobby of the Municipal Building and on the municipal website.

OPMA authorizes municipalities to conduct public meetings through use of streaming services and other online meeting platforms. The Red Bank Council is meeting in person as well as providing an option for the public to participate in via ZOOM video meetings. Please note that the option to attend is being provided as a courtesy, therefore, if Zoom becomes unavailable during the meeting and it cannot quickly be fixed, Council will continue with the remainder of the meeting. For those joining us via Zoom, please raise your hand during designated times to be recognized for a comment. Whether you are appearing in person or via Zoom, you must provide your name to be recognized. [Click here](#) for ZOOM link

PLEDGE OF ALLEGIANCE

I. ROLL CALL

☐ BONATAKIS ☐ CASSIDY ☐ FACEY-BLACKWOOD ☐ FOREST ☐ JANNONE ☐ TRIGGIANO ☐ PORTMAN

II. Proclamations, Announcements, Appointments

- Presentation- Life Saving Award- Red Bank Fire Department
- Recognition: NJMMA Internship Award Presentation- recipient Johanna Lopez
- Recognition: Red Bank AYF team- Certificates presented by Mayor and Council

III. PRESENTATIONS

IV. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

V. APPROVAL OF MINUTES AND REPORTS

- a) 11/13/2025

VI. ORDINANCES

- a) Final Reading/Public Hearing- ORDINANCE 2025-30, ENTITLED AN ORDINANCE AMENDING CHAPTER 300: "CONSTRUCTION CODES, UNIFORM" TO UPDATE CONSTRUCTION FEES
- b) Final Reading/Public Hearing- ORDINANCE 2025-31, ENTITLED AN ORDINANCE AMENDING CHAPTER 680: "VEHICLES AND TRAFFIC" TO REVISE TIME-LIMITED PARKING REGULATIONS ON THE SOUTH SIDE OF DRS. JAMES PARKER BOULEVARD

VII. RESOLUTIONS

- a) **25-240** RESOLUTION FOR PAYMENT OF BILLS
- b) **25-241** RESOLUTION AUTHORIZING TRANSFER OF 2025 CURRENT FUND/WATER SEWER FUND
- c) **25-242** RESOLUTION AUTHORIZING TAX CREDITS/REFUNDS DUE TO THE TAXPAYER ERROR (BLOCK 24, LOT 29 QC308)

- d) **25-243** RESOLUTION AUTHORIZING TAX CREDITS/REFUNDS DUE TO THE TAXPAYER'S OVERPAYMENT (BLOCK 110, LOT 5.01 QC0512)
- e) **25-244** RESOLUTION AWARDING A CONTRACT TO FERNANDES CONSTRUCTION, INC. FOR CHESTNUT STREET INTERSECTION IMPROVEMENTS
- f) **25-245** RESOLUTION AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION (COLLIERS ENGINEERING & DESIGN)
- g) **25-246** RESOLUTION AUTHORIZING PROFESSIONAL ARCHITECT SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION (NETTA ARCHITECTS)
- h) **25-247** RESOLUTION TO AUTHORIZE PAYMENT CERTIFICATE #2 FOR MARINE PARK IMPROVEMENTS (MONARCH EXCAVATION)
- i) **25-248** STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM ENABLING RESOLUTION (MARINE PARK PLAYGROUND IMPROVEMENT)
- j) **25-249** RESOLUTION REFERRING TO THE PLANNING BOARD A PROPOSED RESOLUTION DETERMINING BLOCK 39, LOT 30 AN AREA IN NEED OF REHABILITATION
- k) **25-250** RESOLUTION TO ADOPT NOTICE OF PUBLIC MEETING DATES OF THE BOROUGH COUNCIL FOR CALENDAR YEAR 2026 COUNCIL
- l) **25-251** RESOLUTION AWARDING A CONTRACT TO FERNANDES CONSTRUCTION, INC. FOR STATION PEDESTRIAN INTERSECTION IMPROVEMENTS (DRS JAMES PARKER AND BRIDGE AVENUE INTERSECTION)
- m) **25-252** RESOLUTION APPROVING SHARED SERVICES AGREEMENT WITH THE RED BANK PUBLIC LIBRARY FOR THE BOROUGH'S PROVISION OF CERTAIN SERVICES AND ADDITIONAL CONTRIBUTIONS FOR THE CONTINUED AND IMPROVED OPERATION OF A FREE PUBLIC LIBRARY WITHIN THE BOROUGH
- n) **25-253** RESOLUTION ADOPTING THE BOROUGH'S UPDATED PERSONNEL POLICIES AND PROCEDURES MANUAL PURSUANT TO RED BANK BOROUGH CODE CHAPTER 105
- o) **25-254** RESOLUTION AUTHORIZING FINANCIAL AGREEMENT BETWEEN HABCORE, INC. AND THE BOROUGH
- p) **25-255** RESOLUTION APPROVING NJDEP DEED NOTICE TO FACILITATE IMPROVEMENTS BY JERSEY CENTRAL POWER & LIGHT COMPANY ON THE BOROUGH'S BODMAN PLACE PUMPING STATION PROPERTY, ALSO KNOWN AS BLOCK 3, LOT 1.02

///III. DISCUSSION AND ACTION FOR MAYOR AND COUNCIL

Proposed events requesting feedback from Mayor and Council:

1. 2026 Meeting Calendar Approval (Special Events Committee)
2. Graffiti Bash; Riverside Gardens Park; Saturday, April 25; RD: Sunday, April 26; 11 AM-4 PM
3. Paint Red Bank; Sunday, May 31st

RiverCenter:

December 6, 7, 13 & 14- free holiday trolley running from 12:00-4:00 pm, with stops at:

- Bridge Avenue in front of Triumph Brewing
- Mechanic Street between Char and Dor L' Dor
- Broad Street in front of Yestercades

December 18 at 6:30 pm - Menorah lighting - Riverside Gardens Park (featuring live music)

IX. PUBLIC QUESTIONS COMMENTS

X. MAYOR & COUNCIL COMMENTS

XI. MANAGER'S REPORT

XII. EXECUTIVE SESSION RESOLUTION NO. #25

XIII. ADJOURNMENT

TIME _____

UNAPPROVED DRAFT



BOROUGH OF RED BANK

90 MONMOUTH STREET ♦ RED BANK ♦ NJ 07701

MUNICIPAL COUNCIL ♦ MEETING MINUTES

NOVEMBER 13, 2025 ♦ 6:30 PM

SUNSHINE STATEMENT This meeting is being held in accordance with the Public Laws of 1975, Chapter 231 and adequate notice of this meeting has been provided by a notice sent to Asbury Park Press, Two River Times and Star Ledger and posted in the Main Lobby of the Municipal Building and on the municipal website.

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PLEDGE OF ALLEGIANCE

I. ROLL CALL

Present: Councilmember Bonatakis, Councilmember Cassidy, Councilmember Facey-Blackwood, Councilmember Forest, Councilmember Jannone, Deputy Mayor Triggiano, and Mayor Portman

Others present: Gregory Cannon, Borough Attorney (arrived at 6:32 pm), James Gant, Borough Manager, and Mary Moss, Borough Clerk

Absent:

II. PROCLAMATIONS, ANNOUNCEMENTS, APPOINTMENTS

1. Red Bank Police Department promotions:

Borough Manager Gant commented that he is proud to support and affirm Chief Frazee's recommendation to the following individuals on their promotions.

Mayor Portman read each of their bio's into the record.

- Det. Paul Perez will be promoted to the rank of Sergeant
- Sgt. Heather Kovar will be promoted to the rank of Lieutenant
- Lt. Robert Kennedy will be promoted to the rank of Captain

Chief Frazee is proud of the officers on their promotions. Thanked Borough Manager, Mayor and Council for all their support as well.

Mayor Portman read the following proclamations into the record:

2. Proclamation: In Honor of Cathy Reardon, RN- School Nurse at Red Bank Primary- (Cathy Reardon)

In addition, Senator Vin Gopal, Assemblywoman Luanne M. Peterpaul, Esq., and Assemblywoman Margie Donlon, M.D., presented another proclamation to Cathy Reardon. Thanked Mayor and Council for honoring such a wonderful person. Senator Vin Gopal is honored to be here to recognize Cathy Reardon on her achievements.

Councilmember Jannone congratulated Cathy and wanted to thank her for being such a wonderful nurse within our school system.

Mayor Portman read the following proclamations into the record:

3. Proclamation: Championship Boys Soccer Team (Red Bank soccer team and coaches)

Mayor Portman presented a Certificates of Excellence was presented to each of the players and Coaches.

Coach Rue thanked the Mayor, Council and School Officials, and all the parents for their support throughout the program. He recognized the players for their hard work, dedication, and efforts.

Mayor Portman read the following proclamations into the record:

4. Proclamation: Epilepsy Awareness Month- Epilepsy Foundation (Carmen Dennis- New Jersey representative)-
Carmen Dennis was unable to attend

Councilmember Facey-Blackwood thanked the mayor for this proclamation, she has a child with epilepsy and the issues commented on the proclamation are things that her child deals with and being an advocate for your child, she is thankful for this acknowledgement.

Mayor Portman thanked Councilwoman for sharing the comment.

Mayor Portman made an announcement into the record:

5. Announcement: Free Parking:

- Thanksgiving Weekend (11/27/25 to 11/30/25)
- Christmas (12/11/25 to 12/26/25)

Mayor Portman made an announcement to appoint the following member into the record:

6. Appointment of Taylor Chalmers to the Animal Welfare Advisory Committee

III. PRESENTATIONS

1. Presentation- P.U.L.S.S.E.- Shante Middleton, MSW, LCSW (Garyn Nathan, MA, LCSW)

Shante Middleton, Garyn Nathan and team presented and addressed Mayor, Council, Borough Officials and the public regarding the services that are provided to the community.

Chief Frazee commended Shante and her team for the outstanding services that they provide to the police department and those in need within our community. They are always there to support everyone in town, so he is very grateful for that. They simply go above and beyond with the services they provide; they are an asset to the Borough.

Deputy Mayor Triggiano is extremely pleased with their program and the work that is being done in town. The advantage of having a social worker/a resource within the police department and that could be direct contact with someone in need within the community is extremely powerful. She is grateful for their presence and the critical work they do for the community.

Borough Manager Gant stated that the funding for the P.U.L.S.S.E. contract is through opioid settlement money and his is proud to put it towards a program such as this.

IV. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Councilmember Cassidy motioned to open the floor for public comment on agenda items only; Councilmember Forest seconded the motion. A voice vote confirmed all in favor.

No one came forward.

Councilmember Forest motioned to close the floor for public comments on agenda items only; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

V. APPROVAL OF MINUTES AND REPORTS

10/23/2025 - Councilmember Jannone motioned to approve the minutes; Councilmember Facey-Blackwood seconded the motion. A voice vote confirmed all in favor.

VI. ORDINANCES-

- a) Final Reading/Public Hearing- **Ordinance 2025-28**, ENTITLED AN ORDINANCE AMENDING CHAPTER 9: "BOARDS, COMMITTEES AND COMMISSIONS" OF THE BOROUGH'S REVISED GENERAL ORDINANCES TO ADD A MEMBER OF THE BOROUGH'S SHADE TREE COMMITTEE TO THE BOROUGH'S COMPLETE AND GREEN STREETS ADVISORY COMMITTEE

Ordinance was introduced on October 23, 2025

Councilmember Forest motioned to open the floor for the public hearing on Ordinance 2025-28; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

No one came forward

Councilmember Cassidy motioned to close the floor for the public hearing on Ordinance 2025-28; Councilmember Jannone seconded the motion. A voice vote confirmed all in favor.

Councilmember Facey-Blackwood motioned to approve the ordinance for adoption; Councilmember Bonatakis seconded the motion. A roll call vote confirmed all in favor.

- b) Final Reading/Public Hearing- **Ordinance 2025-29**, ENTITLED ORDINANCE AUTHORIZING THE ACQUISITION OF A PERMANENT PUBLIC ACCESS EASEMENT AFFECTING A PORTION OF RIVERVIEW MEDICAL CENTER'S PROPERTIES KNOWN AS BLOCK 11, LOT 1.02 & BLOCK 9, LOT 33.01 IN CONNECTION WITH THE BOROUGH'S ONGOING EFFORTS TO SECURE CONTINUOUS AND CONTIGUOUS PUBLIC ACCESS TO THE NAVESINK RIVER

Ordinance was introduced on October 23, 2025

Councilmember Jannone motioned to open the floor for the public hearing on Ordinance 2025-29; Councilmember Bonatakis seconded the motion. A voice vote confirmed all in favor.

No one came forward

Councilmember Facey-Blackwood motioned to close the floor for the public hearing on Ordinance 2025-29; Councilmember Bonatakis seconded the motion. A voice vote confirmed all in favor.

Councilmember Facey-Blackwood motioned to approve the ordinance for adoption; Councilmember Jannone seconded the motion. A roll call vote confirmed all in favor.

- c) Introduction: **Ordinance 2025-30**, ENTITLED AN ORDINANCE AMENDING CHAPTER 300: “CONSTRUCTION CODES, UNIFORM” TO UPDATE CONSTRUCTION FEES

Councilmember Forest motioned to approve Ordinance 2025-30 on first reading and to authorize the notice of approval and public hearing to be held on December 11, 2025, Councilmember Bonatakis seconded. A roll call vote confirmed all in favor.

- d) Introduction: **Ordinance 2025-31** Ordinance amending Chapter 680 “Vehicles and Traffic”: to reduce the prohibited parking area, from 165 ft. to 140 ft. on the south side of Dr. James Parker Blvd. to create additional parking

Mayor Portman requested a motion to add Ordinance 2025-31 to the agenda. Deputy Mayor Triggiano motioned to add Ordinance 2025-31, Councilmember Facey-Blackwood seconded. A roll call vote confirmed all in favor.

Councilmember Cassidy motioned to approve Ordinance 2025-31 on first reading and to authorize the notice of approval and public hearing to be held on December 11, 2025, Councilmember Facey-Blackwood seconded. A roll call vote confirmed all in favor.

VII. RESOLUTIONS

Councilmember Jannone motioned to approve resolutions 25-228 through 25-238 under the Consent Agenda; Councilmember Forest seconded the motion. A roll call vote confirmed all in favor.

- a) **25-228** RESOLUTION FOR PAYMENT OF BILLS
- b) **25-229** RESOLUTION AUTHORIZING REFUND OF DEVELOPERS’ ESCROW ACCOUNT BALANCE TOTALING \$5,447.91 (PR15235, PR15240, PR15496, PR15621, ZR12735, ZR15546, PR15537)
- c) **25-230** RESOLUTION AUTHORIZE PAYMENT CERTIFICATE #4 FOR LEAD SERVICE LINE TEST PIT & SERVICE REPLACEMENT – PHASE 3 (UNDERGROUND UTILITIES CORP)
- d) **25-231** RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE GUARANTEE POSTED BY DAVID POPKIN FOR BLOCK 36, LOT 23.01
- e) **25-232** RESOLUTION TO AUTHORIZE SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF SHREWSBURY FOR EMERGENCY MEDICAL SERVICES
- f) **25-233** RESOLUTION TO AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN SHREWSBURY TOWNSHIP AND THE BOROUGH OF RED BANK FOR MUNICIPAL CLERK SERVICES
- g) **25-234** RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF SHREWSBURY FOR THE USE OF MUNICIPAL COURT
- h) **25-235** RESOLUTION AUTHORIZING TRANSFER OF 2025 CURRENT FUND/WATER SEWER FUND
- i) **25-236** RESOLUTION ACCEPTING PERFORMANCE BOND POSTED BY JERSEY CENTRAL POWER & LIGHT COMPANY FOR RESTORATION OF THE ROADWAYS INVOLVED IN ACCORDANCE TO THE PERFORMANCE GUARANTEE FOR THE NEW UG UTILIZED INSTALLATION (BELFORD-RED BANK 34.5kV U-147)
- j) **25-237** RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT EXCEEDING \$8,360,000 GENERAL OBLIGATION BONDS, SERIES 2025, CONSISTING OF \$6,075,000 GENERAL IMPROVEMENT BONDS, SERIES 2025 AND \$2,285,000 WATER AND SEWER UTILITY BONDS, SERIES 2025, OF THE BOROUGH OF RED BANK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY’S 2025 POOLED GOVERNMENTAL LOAN PROGRAM
- k) **25-238** RESOLUTION OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY APPROVING THE PLACE-TO-PLACE TRANSFER OF APPLICATION OF FILE OF STATE LIQUOR LICENSE NUMBER 1340-33-015-010

VIII. DISCUSSION AND ACTION:

Red Bank Volunteer Fire Department: Application for Membership

1. Joel Jannone application for (Active) Membership – Auxiliary
2. Laura Jannone application for (Active) Membership – Auxiliary
3. Holy Valdes application for (Active) Membership - Auxiliary
4. Nancy Facey-Blackwood application for (Active) Membership – Fire Police
5. Nicholas Steven Tizio for (Active) Membership – Junior member- **added 11/10/25**
6. William Wagner application for (Active) Membership – Junior member- **added 11/10/25**

Proposed events requesting approval/comments from Mayor and Council:

1. November 28 - Red Bank Town Lighting w/ Holiday Express
 - 5:00 pm - Pre-Show at Edmund Wilson Plaza
 - 6:30 pm - Parade up Monmouth St. w/ Fire Dept.
 - 6:45 pm - Concert on Broad St.
2. December 5- Westside Holiday Tree Lighting (Johnny Jazz Park): 6 pm – 8 pm
3. December 6, 7, 13, & 14 - Red Bank Holiday Trolley

No other objections from the Governing body, memberships and all other events approved with no additional comments

IX. PUBLIC QUESTIONS COMMENTS

Councilmember Forest motioned to open the floor for public questions & comments; Councilmember Bonatakis seconded the motion. A voice vote confirmed all in favor.

1. Philip Blackwood, Chestnut Street: addressed the governing body regarding the following matter(s):
 - NP2023-33 (Carbon emission), is the Borough on track?

Borough Manager commented: through the annual footprint analysis (currently in process), there have been a few upgrades throughout the Borough building and looking to add decreasing elements for the DPU upgrades. Currently looking into the solar along with Councilmember Facey-Blackwood. Along with upgrades with parking charges. The Borough is doing several things to stay on track.

2. Thomas Salmon, Bodman Place: made the Governing body aware of the disruption in front of his residence. The contractors have no respect, and they start extremely early and run diesel fuel during the work. He would like the Borough to take action and address this with the contractors.

Chief Frazee stated that there is an issue. They will continue to address this issue with the contractor along with the Borough Manager. There is a meeting scheduled with the contractor coming up.

Borough Manager addressed Mr. Salmon, to assure him that the Borough is acting with the contractor to address his concern and will hold the general contractor accountable for what is happening. He will contract him directly after their Tuesday morning.

Councilmember Cassidy requested the Borough Manager to look at the Planning Board moralization before the meeting regarding this project; there was substantial discussion about the parameters of the construction site.

Jimmy Dark, West Sunset Avenue: when the new speakers are going to be installed, it is hard to hear in the back of the room. He would like to see the recycling center be open on Mondays.

Borough Manager stated that the community had more of a need over the weekend, the community decided that.

Councilmember Forest motioned to close the floor to public comment; Councilmember Facey-Blackwood seconded the motion. A voice vote confirmed all in favor.

X. MAYOR & COUNCIL COMMENTS

Councilmember Bonatakis: thankful for the presentation provided by PULSSE. She is very appreciative of the services they provide to the community. The Historic Preservation Committee (HPC) has adopted their final version of the design guidelines, and encourages all to take a look, it is on the Boroughs website. Wishes all a happy Thanksgiving.

Councilmember Cassidy: commented on the election and congratulated the Borough for making the election go smoothly. He was offended and disappointed at the comments made on social media regarding the negative narrative going around regarding the elections. He is grateful to be a member of this governing body; this has been an honor of a lifetime. He congratulated Mr. Yuro on the election and everyone that ran.

Councilmember Facey-Blackwood: clarified that the Borough has no jurisdiction of where polling places, those are set by the county. She is very proud of the Borough in stepping up and helping the seniors to be able to travel to vote. She proudly stands behind helping the community when something has changed and provides the service for those in need. She is thankful for PULSSE for the services they provide for those in need. The Shade Tree Committee's canopy project is moving along; Drummond Place will be the next on the project street and hopefully expand from there. Asked residents in the area to be on the lookout for a letter asking if they would be interested in participating. Environmental Commission was asked to help and bring forth information about energy efficiency.

Councilmember Forest: congratulated Councilmember Bonatakis on the election. He is proud to have a healthcare profession sitting on the dais. It is an honor to be re-elected and appreciates all the residents in town. He is most proud of Council Office hours; it is a privilege to hear from the residents. He is looking forward to getting more things done for our town. To run unopposed is an unusual honor. Thanked Councilmember Jannone and Deputy Mayor Triggiano for attending the Monmouth Medical hearing held earlier today. He commented on Mr. Gant, the most qualified applicant.

Councilmember Jannone: she attended a hearing with Deputy Mayor Triggiano regarding Monmouth Medical, it is so important to let the State know the importance of that hospital for individuals in the Shore area. Rabie vaccine clinic will be held on 12/6. On 11/22 will be a turkey giveaway along with free vaccine from a health professional. Library Board will have their meeting coming up, there are a bunch of things going on.

Deputy Mayor Triggiano: attended the hearing for Monmouth Medical, she is not in support of moving Monmouth Medical out of Long Branch. The hospital needs to be in place to serve the people in their community. There are a lot of businesses opening in town including Street Kitchen Pub which will also be opening this weekend. Congratulated her councilmates on the re-election, it is a true testament to their service. She is truly grateful for their service, and it is an honor to serve besides them.

Mayor Portman: thanked everyone for their comments. Excited for the holiday season and events coming up. There is also some remediation work being done at Eastside Park.

XI. MANAGER'S REPORT – Manager Gant reported the following:

1. Congratulated Councilmembers on the re-election and Councilmember Elect Yuro, looking forward to working with him.
2. Thanked the Clerk staff for upholding the election process and making this a smooth election for all.
3. Drs. James Parker Blvd. will have a lot of work being done in the upcoming week. Once the work is completed there will be significant impact in the area.

4. Thanked Fatima (Community Engagement Coordinator) for all her efforts and coordination with the Red Banks Elks in setting up the Veteran's Day Ceremony. Thanked the Mayor for hosting that.
5. Local/County/State and professionals will be attending the New Jersey League of Municipalities next week. There are great conferences and networking during this event. Looking forward in attending the conference to see what we can all bring back and share in building a stronger community.
6. Remediation at Eastside Park, there is a call set up on Monday with DEP for the scope of work, he will share the report with everyone.

XII. EXECUTIVE SESSION- Resolution No. 25-239, approximately 8:49 p.m.

Deputy Mayor Triggiano offered a motion to enter executive session, seconded by Councilmember Jannone. A voice vote confirmed all in favor.

Item # 8. Personnel matters concerning the employment, appointment, evaluation, promotion or termination of a public officer or employee.

- a) Personnel- Attorney Cannon/ Jonathan F Cohen, Esq.

Atty. Cannon stated that there will be no action taken by the Borough Council after the executive session, and the session is expected to take approximately twenty (20) minutes.

Present: Councilmember Bonatakis, Councilmember Cassidy, Councilmember Facey-Blackwood, Councilmember Forest, Deputy Mayor Triggiano, and Mayor Portman

Others present: Gregory Cannon, Borough Attorney, Jonathan F. Cohen, Esq., James Gant, Borough Manager, and Mary Moss, Borough Clerk

Absent:

There being no further business, Councilmember Forest offered a motion to adjourn the executive session, seconded by Councilmember Facey-Blackwood. A voice vote confirmed all in favor. (Absent- Councilmember Jannone); **9:29 p.m.**

XIII. ADJOURNMENT: 9:29 p.m.

There being no further business, Deputy Mayor Triggiano offered a motion to adjourn, seconded by Councilmember Facey-Blackwood. A voice vote confirmed all in favor.

Respectfully submitted,

Mary Moss, RMC
Borough Clerk

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE NO. 2025-30

**ORDINANCE AMENDING CHAPTER 300: “CONSTRUCTION CODES, UNIFORM”
TO UPDATE CONSTRUCTION FEES**

BE IT ORDAINED by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, that Chapter 300: “Construction Codes, Uniform” of the Borough’s Revised General Ordinances is hereby amended as follows (~~stricken~~ text deleted; underlined text added):

CHAPTER 300: “CONSTRUCTION CODES, UNIFORM”

* * *

§ 300-3 Fees.

- A. Plan review fee. The fee for plan review shall be 20% of the amount to be charged for a new construction permit. The plan review fee ~~is~~ is nonrefundable and the minimum fee shall be \$75.
- B. The basic construction fee shall be the sum of the parts computed on the basis of the volume or cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and devices and the number of sprinklers, standpipes, and detectors (smoke and heat) at the unit rates provided herein, plus any special fees. The minimum fee for a basic construction permit covering any or all of building, plumbing, electrical, or fire protection work shall be \$100.

(1) Building subcode fees.

- (a) Building volume of cost. The fees for new construction or alteration are as follows:

[1] Fees for new construction shall be based upon the volume of the structure. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The new construction fee shall be in the amount of \$0.08 ~~\$0.06~~ per cubic foot of volume for buildings and structures of all use groups and types of construction as classified and defined in Chapters 3 and 4 of the building subcode; except that the fee shall be \$0.05 ~~\$0.045~~ per cubic foot of volume for use groups R-3 and R-5.

[2] Fees for renovations, alterations and repairs shall be based upon the estimated cost of the work.

[a] The fee for use groups R-3 and R-5 shall be in the amount of \$50 ~~\$45~~ per \$1,000.

[b] The fee for all other use groups shall be in the amount of \$60 ~~\$50~~ per \$1,000.

[c] For the purpose of determining estimated cost, the applicant shall submit to the local enforcing agency such cost data as may be available produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A bona fide

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contractor's bid, if available, shall be submitted. The Construction Official shall make the final decision regarding estimated cost after consultation with the appropriate subcode officials.

[3] For new construction or additions, the fee for the installation of new ductwork shall be based upon the cost of work.

[a] The fee for use groups R-3 and R-5 shall be in the amount of \$100 for the first \$1,000 of estimated cost and \$15 for each additional \$1,000 of estimated cost.

[b] The fee for all other use groups shall be in the amount of \$100 for the first \$1,000 of estimated cost and \$25 for each additional \$1,000 of estimated cost.

(b) Fees for additions shall be computed on the same basis as for new construction for the added portion.

(c) Fees for combination renovations and additions shall be computed as the sum of the fees computed separately in accordance with Subsection B(1)(a)[1] and [2] above.

(d) The fee for all use groups to demolish the interior of a structure for future alterations shall be \$100 per subcode, including Building Technical and Fire Technical Sections.

[1] A Fire Technical Section is required for safeguarding. An inspection must be requested prior to starting the work and once the work is completed.

(e) Special fees. Structures for which volume cannot easily be computed.

[1] Antennas. The fee to erect antennas shall be \$225.

[2] Fencing.

[a] Applicable fencing fee shall be \$75 for the first 200 lineal feet of fence or fraction thereof and \$15 for each additional 100 lineal feet of fence or fraction thereof.

[b] There is no permit requirement for fences six feet or less in height, unless surrounding a swimming pool.

[3] Private swimming pools.

[a] The fee for the installation of an in-ground swimming pool shall be \$250.

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[b] The fee for the installation of an aboveground swimming pool exceeding 24 inches in depth shall be \$175.

[4] Residential tool or storage sheds.

[a] There is no permit required for garden-type utility sheds which are 200 square feet or less in area, 10 feet or less in height, and accessory to buildings in use groups R-2, R-3 or R-5 [N.J.A.C. 5:23-2:14(b)8].

[b] Sheds exceeding 200 square feet shall be considered structures and the fee shall be \$200.

[5] Signs. The fee shall be \$50 per sign.

[6] Temporary structure. When a permit is required for a temporary structure, construction trailer, or temporary greenhouse, the fee shall be \$150.

[7] Tents. The fee for tents, when required, shall be \$150 for each tent less than 900 square feet, and for each tent in excess of 900 square feet or more than 30 feet in any dimension, the fee shall be \$225.

[8] Fees for retaining walls shall be \$200 for the first 20 lineal feet of wall or fraction thereof and \$50 for each additional lineal foot of wall or fraction thereof.

[9] The fee for the installation of photovoltaic or solar systems shall be \$50 per \$1,000 cost of construction, as follows:

~~[a] Up to 20 kW, the fee shall be \$75.~~

~~[b] Twenty-one kW to 50 kW, the fee shall be \$150.~~

~~[c] Fifty-one kW to 100 kW, the fee shall be \$300.~~

~~[d] For over 100 kW, the fee shall be \$500, plus \$50 for every 100 kW or fraction thereof over 100 kW.~~

[10] The minimum Building Subcode Fee, unless otherwise specified, shall be \$100.

(2) Plumbing subcode fees.

(a) For installation or relocation of plumbing fixtures and devices, such as but not limited to water closets, urinals, bidets, bath tubs, showers, lavatories, sinks, floor drains, dishwashers, drinking fountains, washing machines, hose bibbs,

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water heaters, trap primers, plumbing stacks, gas appliance connections, water meters, and other similar devices, the fee shall be \$40 per device.

- (b) For installation or replacement of special fixtures and devices, such as but not limited to grease traps, backflow preventers, oil separators, interceptors, water-cooled air-conditioning units, commercial refrigeration units, steam boilers, hot water boilers, commercial cooking equipment, gas piping, sewer pumps, automatic fuel-shutoff devices, fuel oil piping, gas logs, generators, and rooftop units, the fee shall be \$100 per system or device.
- (c) For utility service installations and/or connections, including potable water, sewer, gas, and combined fire service/domestic water connections, the fee shall be \$200 per connection.

[1] For the disconnection of any utility service, the fee shall be \$100 per connection.

- (d) Other plumbing subcode fees.

[1] Roof drains, footing drains, and sump pumps (per device or system): \$100.

[2] Active solar systems: \$150.

[3] Storm Systems \$200

[4] The fee to install Medical Gas Outlets shall be as follows:

[a] From 1 to 50 outlets, the fee shall be \$40;

[b] The fee shall be \$40 for each additional 50 outlets in excess of the first 50 outlets.

- (e) LPG tanks.

[1] Tanks located above ground.

[a] Up to 500 gallons, the fee shall be \$150;

[b] From 501 to 2,000 gallons, the fee shall be \$225.

[2] Tanks located below ground.

[a] Up to 2,000 gallons, the fee shall be \$300.

- (f) Mechanical inspection. For a mechanical inspection performed by a mechanical inspector, or a plumbing inspector, in a structure of Groups R-3 or R-5, the fee shall be \$125 for the initial appliance, plus \$40 for each additional appliance.

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- (g) The minimum Plumbing Subcode Fee, unless otherwise specified, shall be \$100.
- (3) Electrical subcode fees.
 - (a) For installation or replacement of outlets, receptacles, fixtures, including lighting outlets, wall switches, fluorescent fixtures, convenience receptacle or similar fixture, protective signaling devices, line voltage smoke alarms, burglar alarm systems, and motors or devices of less than one horsepower or one kilowatt, the fee shall be as follows:
 - [1] From one to 50 devices, the fee shall be \$100.
 - [2] For each additional 25 devices, the fee shall be \$75.
 - (b) For each motor or similar electrical device, the fees shall be as follows:
 - [1] For one to 10 horsepower, the fee shall be \$50;
 - [2] For 11 to 50 horsepower, the fee shall be \$100;
 - [3] For 51 to 100 horsepower, the fee shall be \$200;
 - [4] For 100 to 200 horsepower, the fee shall be \$600.
 - [5] For over 200 horsepower, the fee shall be \$1,000.
 - (c) For transformers and generators over one kW/kVA, the fees shall be as follows:
 - [1] For up to 30 kW/kVA, the fee shall be \$100 each;
 - [2] For 31 kW/kVA up to 100 kW/kVA, the fee shall be \$200 each;
 - [3] For 101 kW/kVA up to 200 kW/kVA, the fee shall be \$400 each;
 - [4] For over 200 kW/kVA, the fee shall be \$600 each.
 - (d) For electrical service, the fees shall be as follows:
 - [1] For up to 100 amps, the fee shall be \$150;
 - [2] For 101 amps to 200 amps, the fee shall be \$200;
 - [3] For 201 amps up to 400 amps, the fee shall be \$400;
 - [4] For over 400 amps, the fee shall be \$400, plus \$600 for every 100 amps or fraction thereof over 400.

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- (e) For electrical main panel and subpanel installations or replacements, the fees shall be as follows for each panel or subpanel:
 - [1] For up to 100 amps, the fee shall be \$100;
 - [2] For 101 amps to 200 amps, the fee shall be \$150;
 - [3] For 201 amps up to 400 amps, the fee shall be \$200;
 - [4] For over 400 amps, the fee shall be \$400, plus \$500 for every 100 amps or fraction thereof over 400.
- (f) Swimming pools:
 - [1] Aboveground, the fee shall be \$150.
 - [2] In-ground, the fee shall be \$300.
- (g) The minimum electrical subcode fee shall be \$100.
- (h) The fee for the annual electrical inspections of swimming pools, spas or hot tubs shall be \$150 per pool/spa/hot tub.
- (i) Area lighting. The fee for the first pole or bollard shall be \$100, plus \$50 for each additional pole or bollard.
- (j) For photovoltaic systems, the fee shall be based on the designated kilowatt rating of the solar voltaic system as follows:
 - [1] Up to 20 kW, the fee shall be ~~\$250~~ \$350;
 - [2] Twenty-one kW to 50 kW, the fee shall be ~~\$300~~ \$400;
 - [3] Fifty-one kW to 100 kW, the fee shall be \$750;
 - [4] For over 100 kW, the fee shall be \$750, plus \$50 for every 100 kW or fraction thereof over 100 kW.
- (k) For the installation or replacement of air conditioners, water heaters, boilers, furnace, and any other HVAC equipment, the fee shall be \$100 per appliance.
- (l) For the purpose of computing these fees, all motors except those in plug-in appliances shall be counted, including control equipment, generators, transformers and all heating, cooking or other devices consuming or generating electrical current.

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(4) Fire subcode fees:

- (a) Fire protection sprinklers. For installation, relocation, or replacement of fire protection sprinklers, the fees shall be as follows:
 - [1] The fee for 20 or fewer sprinkler heads shall be \$150;
 - [2] For 21 to and including 100 heads, the fee shall be \$300;
 - [3] For 101 to and including 200 heads, the fee shall be \$500;
 - [4] For 201 to and including 400 heads, the fee shall be \$1,000;
 - [5] For 401 heads to and including 1,000 heads, the fee shall be \$1,500;
 - [6] For over 1,000 heads, the fee shall be \$1,500, plus \$2 for each additional head.
- (b) Fire alarm systems. For installation, relocation, or replacement of any fire alarm panel, annunciator, heat detector, smoke detector, manual pull station, bell, horn, strobe, or other types of signaling, supervisory, or indicating devices connected to any automatic or manual fire alarm system, the fees shall be calculated on the number of individual component devices as follows:
 - [1] The fee for 10 or fewer devices or appliances shall be \$150;
 - [2] For 11 to and including 20 devices or appliances, the fee shall be \$250;
 - [3] For 21 to and including 100 devices or appliances, the fee shall be \$400;
 - [4] For 101 to and including 200 devices or appliances, the fee shall be \$750;
 - [5] For 201 to and including 500 devices or appliances, the fee shall be \$1,250;
 - [6] For 501 or more devices or appliances, the fee shall be \$1,250, plus \$2 per device or appliance for each device or appliance beyond 500.
 - [7] For each notification booster or communicator, the fee shall be ~~\$75~~ \$100.
- (c) The fee for each standpipe shall be \$500.
- (d) The fee for each independent preengineered suppression system shall be \$300, and the fee for each independent preengineered clean agent system shall be \$500.
- (e) For solid fuel burning appliances and gas- and oil-fired heat-producing devices or appliances, such as but not limited to furnaces, boilers, rooftop, package, and other similar devices, the fee shall be \$100 per device or appliance.

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- (f) The fee for each commercial kitchen exhaust system shall be as follows:
 - [1] The fee for Type 1 system(s) shall be \$300 each.
 - [2] The fee for Type 2 system(s) shall be \$200 each.
- (g) The fee for each incinerator shall be \$750.
- (h) The fee for each crematorium shall be \$750.
- (i) The fees to be charged for other fire protection devices not specified above shall be as follows:
 - [1] The fee for asphalt (tar) kettle roofing operations shall be \$150.
 - [2] The fees for the installation, removal or abandonment of flammable or combustible liquid storage tanks and dispensing units or pumps shall be as follows:
 - [a] The fee for dispensing units or pumps shall be \$150 per nozzle.
 - [b] The fee for inside tanks installed for residential heating purposes in use groups R-3 and R-5 shall be \$150 per tank.
 - [c] The fee for the installation, removal, or abandonment of storage tanks shall be:
 - [i] Tank capacity of 500 gallons or less, \$150 per tank;
 - [ii] Tank capacity of 501 gallons to 1,000 gallons, \$225 per tank;
 - [iii] Tank capacity of 1,001 gallons to 2,000 gallons, \$300 per tank;
 - [iv] Tank capacity of 2,001 gallons to 5,000 gallons, \$500 per tank;
 - [v] Tank capacity of 5,001 gallons or greater, \$750 per tank.
 - [3] The fees for each fire pump shall be as follows:
 - [a] Up to 500 gpm, the fee shall be \$500.
 - [b] Five hundred one to 1,000 gpm, the fee shall be \$750.

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[c] One thousand one to 1,500 gpm, the fee shall be \$1,000.

[d] For over 1,500 gpm, the fee shall be \$1,000, plus \$100 for every 500 gpm or fraction thereof over 1,500 gpm.

[4] The fee for each fire hydrant installed on private property shall be \$300.

[5] For emergency responder radio systems, the fee shall be \$200.

~~[6] The fee for the installation of photovoltaic or solar systems shall be as follows:~~

~~[a] Up to 20 kW, the fee shall be \$100.~~

~~[b] Twenty one kW to 50 kW, the fee shall be \$150.~~

~~[c] Fifty one kW to 100 kW, the fee shall be \$250.~~

~~[d] For over 100 kW, the fee shall be \$400, plus \$50 for every 100 kW or fraction thereof over 100 kW.~~

~~[7]~~ [6] For the installation, relocation or replacement of each fire protection device not otherwise specified above, the fee shall be \$15 per device. The minimum fee shall be \$100. Such devices may include but not be limited to voice alarms, speakers, fire department communication devices, control units, etc.

~~[8]~~ [7] The fee for other mechanical systems or equipment regulated by the Fire Protection Subcode and not specifically listed herein shall be \$100 for the first \$1,000 of estimated cost and \$25 for each additional \$1,000 of estimated cost.

~~[9]~~ [8] The fee for each underground fire service main shall be \$2 per foot. The minimum fee shall be \$100.

~~[10]~~ [9] The minimum Fire Protection Subcode Fee shall be \$100.

(j) The fee for a fire hydrant flow test shall be \$100.

(k) For new construction where no fire protection devices or appliances are being installed, a fire technical must be submitted for plan review only, and the fee shall be \$100.

(5) Elevator subcode fees. The fees for each elevator plan review, for elevator installation or replacement, for elevator installation and device acceptance tests, inspections, maintenance tests, and certificate of compliance shall be those as set forth in N.J.A.C. 5:23-12.6(a) and (b).

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- (6) Asbestos subcode. The fee for issuance of a construction permit for each asbestos abatement project shall be \$150.
- (7) Lead abatement. The fee for issuance of a construction permit for each lead abatement project shall be \$150.

~~C. Expedited inspections; fees.~~

- ~~(1) Any person or entity may apply for an inspection of a particular project or site on a day and time convenient to that person or entity. Any such application shall be made, in writing, to the Construction Department on a form to be provided by the Construction Official for such purpose. The Construction Official shall make the necessary arrangements with licensed subcode officials to make the inspection on the day and time requested. If the Construction Official is unable to arrange for the inspection as requested, he or she shall notify the applicant requesting the inspection as soon as possible after the request is made.~~
- ~~(2) Any person or entity applying for an inspection pursuant to Subsection C(1) hereinabove shall, in addition to any other fees payable pursuant to this chapter, pay to the Construction Department a fee of \$400 for the first four hours or portion thereof that the inspector is on site making such inspection. For each additional hour, or portion thereof, after the first four hours, the applicant shall pay a fee of \$75. The applicant shall deposit \$400 with the Construction Department at the time the application is made. If an inspection exceeds four hours, the applicant shall be billed for the additional time. Any such bill shall be due and payable immediately upon receipt.~~

~~D. C.~~ Certificates and other permits.

- (1) Demolition. The fee for a demolition or removal permit for structures of less than 5,000 square feet in area and less than 30 feet in height: for one- or two-family residences (use groups R-3 and R-5, for one- or two-car garages, and structures on farms, including commercial farm buildings as per N.J.A.C. 5:23-3.2(d), shall be ~~\$150~~ \$250. The demolition fee for all other structures and use groups shall be ~~\$300~~ \$450.
- (2) Moving of a structure or building. The fee shall be \$25 per \$1,000 of the estimated cost of moving the structure or building.
- (3) The fee for a certificate of occupancy shall be in the amount of 10% of the new construction permit fee which would be charged by the agency pursuant to these regulations. The minimum fee shall be \$225.
 - (a) The fee for a certificate of occupancy for an addition to a structure of use groups R-3 or R-5 shall be \$100.
- (4) The fee for a certificate of occupancy for buildings of use group R-4; or for certificates of occupancy issued for each individual tenant space in a new structure consisting of multiple tenants of use groups B, M, R-2, and R-3, the fee shall be \$100 per unit.

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- (5) The fee for the first issuance and the renewal of a temporary certificate of occupancy shall not exceed ~~\$75~~ \$30.
- (6) The fee for a certificate of occupancy granted pursuant to a change of use group shall be \$300.
- (7) The fee for certificate of continued occupancy granted pursuant to the visual inspection of work completed without a permit shall be \$100 per subcode.
- (8) The fee for plan review of a building for compliance under the alternate systems and nondepletable energy source provisions of the Energy Subcode shall be \$525 for one- and two-family homes, and for light commercial structures having the indoor temperature controlled from a single point, and \$2,600 for all other structures.
- (9) The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be \$1,125 for Class I structures and \$375 for Class II and \$250 for Class III structures.
- (10) Change of Contractor. The fee shall be \$100 per subcode technical section, provided that no revision of work or quantity of devices may be made.
- (11) Revised Plans. If work does not conform or changes are made to the released plans, revised plans and the subcode technical sections must be submitted for review. The fee shall be \$100 per subcode.

~~E.~~ D. Periodic inspections. Fees for the periodic enforcing agency reinspection of equipment and facilities granted a certificate of approval for a specified duration in accordance with N.J.A.C. 5:23-2.23 shall be as follows:

- (1) The fee for elevator device periodic inspections and tests shall be as set forth in N.J.A.C. 5:23-12.6(a) and (b).
- (2) For cross-connections and backflow preventers that are subject to testing, requiring reinspection annually, the fee shall be \$100 for each device. The payment and test report must be submitted upon receipt of the annual backflow application for renewal letter from the Borough.

~~F.~~ E. Annual permits. The fee to be charged for an annual construction permit shall be charged annually. This fee shall be a flat fee based upon the number of maintenance workers who are employed by the facility, and who are primarily engaged in work that is governed by a subcode. Managers, engineers and clericals shall not be considered maintenance workers for the purpose of establishing the annual construction permit fee. Annual permits may be issued for building/fire protection, electrical and plumbing. Fees shall be as follows:

- (1) One to 25 workers (including foreman), \$975/worker; each additional worker over 25, \$345/worker.

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- (2) Prior to the issuance of the annual permit, a training registration fee of \$140 per subcode shall be submitted by the applicant to the Department of Community Affairs, Construction Code Element, Training Section, along with a copy of the construction permit (Form F-170A). Checks shall be made payable to "Treasurer, State of New Jersey."

~~G.~~F. New Jersey Department of Community Affairs surcharge training fee. In addition to the fees specified above, a nonrefundable surcharge fee will be charged and remitted to the Department of Community Affairs in accordance with N.J.A.C. 5:23-4.19.

~~H.~~G. Construction permits shall be valid for one year from the date of issuance, and the fee shall be paid prior to the permit issuance.

~~I.~~H. Renewal of existing permits. Under the Uniform Construction Code, there is no separate fee for renewal of a valid existing permit if the authorized work has commenced within 12 months after issuance of the permit. If the authorized work has not been suspended or abandoned for a period of six months after commencement, the permit remains valid regardless of the issuance date. Should construction halt for a period of not less than six months, the construction shall be considered abandoned and new construction permits shall be obtained.

~~J.~~I. No refunds after 30 days. No refunds of any fees shall be given after the expiration of 30 days from the issuance of any permit(s). Refunds within the 30 day period shall have the plan review fee and the DCA surcharge fee deducted from the amount refunded in accordance with Subsections A and G hereinabove.

~~K.~~J. Violations and penalties.

- (1) Any person who violates the provisions of this section shall, upon conviction, be subject to fines and/or penalties as follows:
- (a) Up to \$1,000 per violation for failure or refusal to comply with any lawful order, unless the failure or refusal to comply is done with the knowledge that it will endanger the life or safety of any person, in which case the penalty shall be up to \$2,000 per violation;
 - (b) Up to \$2,000 per violation for failure to obtain a required permit prior to commencing construction or for allowing a building to be occupied without a certificate of occupancy;
 - (c) Up to \$2,000 per violation for failure to comply with a stop-construction order;
 - (d) Up to \$2,000 per violation for willfully making a false or misleading written statement, or willfully omitting any required information or statement in any application or request for approval; or
 - (e) Up to \$500 per violation for any violation not covered in Subsection K(1)(a), (b), (c) or (d) hereinabove.

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- (2) For purposes of this subsection, in an occupied building, a code violation involving fire safety, structural soundness or the malfunctioning of mechanical equipment that would pose a life safety hazard shall be deemed to endanger the life or safety of a person. In an unoccupied building, a code violation of a requirement intended to protect members of the public who are walking by the property shall be deemed to endanger the life or safety of a person.
- (3) Each and every day in which a violation of any provision of this section or any other ordinance of the Borough of Red Bank exists shall constitute a separate violation.
- (4) All monies collected shall be collected under the penalty provisions of the Uniform Construction Code. All penalties collected shall be by the Construction Department and shall be placed in a special trust account to be applied to the cost of the department for training, technical support programs, certification, new equipment and transportation. An independent fund shall be set up and retained by the Chief Financial Officer to be the trustee of this account

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that this Ordinance shall take effect immediately upon adoption and publication in accordance with the laws of the State of New Jersey.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE NO. 2025-30

INTRODUCTION						COUNCILMEMBER	FINAL ADOPTION					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
	X	X				KRISTINA BONATAKIS						
		X				DAVID CASSIDY						
		X				NANCY FACEY-BLACKWOOD						
X		X				BEN FOREST						
		X				LAURA JANNONE						
		X				KATE TRIGGIANO						
		X				MAYOR WILLIAM PORTMAN						
Introduced: November 13, 2025					I hereby certify the above ordinance was adopted by the Borough Council of the Borough of Red Bank, County of Monmouth, State of New Jersey on the aforementioned date.							
Final Adoption:												
					Mary Moss, Borough Clerk							

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE NO. 2025-31

**ORDINANCE AMENDING CHAPTER 680: “VEHICLES AND TRAFFIC”
TO REVISE TIME-LIMITED PARKING REGULATIONS ON THE
SOUTH SIDE OF DRS. JAMES PARKER BOULEVARD**

WHEREAS, the Borough of Red Bank (the “Borough”) has received a recommendation from its Police Department to reduce the restricted parking area on the south side of Drs. James Parker Boulevard to create additional parking;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, that Chapter 680: “Vehicles and Traffic” of the Borough’s Revised General Ordinances is hereby amended as follows (~~stricken~~ text deleted; underlined text added):

CHAPTER 680: “VEHICLES AND TRAFFIC”

* * *

ARTICLE V: SCHEDULES

* * *

§680-37 Schedule III: No Stopping or Standing.

In accordance with the provisions of § 680-3E of this chapter, no person shall stop or stand a vehicle between the hours specified upon any of the following described streets or parts of streets.

Name of Street	Sides	Location
Allen Place	Both	From Route 35 west for a distance of 100 feet
Alston Court	East	Between River Road and the end
Bergen Place	North	From Broad Street east for a distance of 100 feet
Bergen Place	North	From Broad Street west for a distance of 70 feet
Bergen Place	South	From Broad Street east for a distance of 163 feet
Bergen Place	South	From Broad Street west for a distance of 70 feet
Broad Street	East	From Bergen Place north for a distance of 190 feet
Broad Street	East	From Bergen Place south for a distance of 100 feet
Broad Street	East	From Pickney Road north for a distance of 190 feet
Broad Street	West	From Bergen Place north for a distance of 118 feet
Broad Street	West	From Bergen Place south for a distance of 35 feet
Broad Street	West	From Wikoff Place north for a distance of 140 feet
Caro Court	East	Between River Road and Vista Place
Drs. James Parker Blvd	Both	From Shrewsbury Avenue east for a distance of ~~165 feet~~ <u>140 feet</u>

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Name of Street	Sides	Location
East Front Street	North	Starting at the northeast corner of North Washington Street and extending 25 feet in a easterly direction
East Front Street	North	Starting at the northeast corner of Wharf Avenue and extending 60 feet in an easterly direction
East Front Street	North	Starting at the northwest corner of North Washington Street and extending 50 feet in a westerly direction
East Front Street	South	Starting at the east curbline of Broad Street and extending 615 feet in an easterly direction
East Front Street	South	Starting at the southwest corner of Washington Street and extending 170 feet in a westerly direction
Harris Park	East	Between River Road and Vista Place
Pearl Street	East	Starting at a point 252 feet south of Chestnut Street and extending 47 feet in a southerly direction
Prospect Avenue	East	Starting at Mechanic Street and extending 100 feet in a northerly direction
Prospect Avenue	East	Starting at Mechanic Street and extending 100 feet in a southerly direction
Prospect Avenue	West	Between McLaren Street and River Road
Reckless Place	South	From Broad Street west for a distance of 290 feet
Shrewsbury Avenue	Both	Between Monmouth Street and West Front Street
Union Street	Both	Between North Washington Street and Wharf Avenue
Vista Place	North	Between Caro Court and Harris Park
Water Street Route 35	Both	Entire length

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

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BE IT FURTHER ORDAINED by the Mayor and Council of the Borough of Red Bank that this Ordinance shall take effect immediately upon adoption and publication in accordance with the laws of the State of New Jersey.

INTRODUCTION						COUNCILMEMBER	FINAL ADOPTION					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
		X				KRISTINA BONATAKIS						
X		X				DAVID CASSIDY						
	X	X				NANCY FACEY-BLACKWOOD						
		X				BEN FOREST						
		X				LAURA JANNONE						
		X				KATE TRIGGIANO						
		X				MAYOR WILLIAM PORTMAN						
Introduced: November 13, 2025				I hereby certify the above ordinance was adopted by the Borough Council of the Borough of Red Bank, County of Monmouth, State of New Jersey on the aforementioned date.								
Final Adoption:												
				_____ Mary Moss, Borough Clerk								

RESOLUTION NO. 25-240

BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank that the bills be paid as on attached check registers:

Rev1.12.09.25

December 11, 2025 Bill List - Borough of Red Bank

Check Type	Count	Total
Manual Check	98	\$9,480,727.70
Meeting Check	296	\$2,901,652.13
Total	394	\$12,382,379.83

Checking Account	Check Type	Count	Total
ANIMAL WELFARE	Meeting Check	1	\$300.00
CAPITAL ACCOUNT	Manual Check	1	\$54,573.21
CAPITAL ACCOUNT	Meeting Check	8	\$1,926,777.64
COAH DEV FEES	Meeting Check	3	\$8,495.00
CURRENT -VALLEY	Manual Check	29	\$1,403,751.02
CURRENT -VALLEY	Meeting Check	211	\$565,826.72
DEVESCROW2RIVER	Manual Check	9	\$8,177.56
DEVESCROW2RIVER	Meeting Check	6	\$26,473.83
DOG LICENSE AC	Meeting Check	2	\$38.70
GRANT FUND-VNB	Manual Check	8	\$46,427.30
GRANT FUND-VNB	Meeting Check	16	\$22,835.03
GREEN ACRES TR	Meeting Check	1	\$5,086.00
MCIA LEASE	Meeting Check	2	\$116,197.00
PARKNG OPER VAL	Manual Check	7	\$75,562.12
PARKNG OPER VAL	Meeting Check	12	\$42,858.10
PAYROLL	Manual Check	2	\$2,676.00
RCA	Manual Check	2	\$786.38
RECREATION-VNB	Meeting Check	4	\$4,090.00
TRUST ACCOUNT	Manual Check	7	\$141,480.00
TRUST ACCOUNT	Meeting Check	12	\$12,452.64
TTL REDEMPTION	Manual Check	6	\$56,246.59
VALLEY-PCARD	Manual Check	4	\$2,634.19

Checking Account	Count	Total
ANIMAL WELFARE	1	\$300.00
CAPITAL ACCOUNT	9	\$1,981,350.85
COAH DEV FEES	3	\$8,495.00
CURRENT -VALLEY	240	\$1,969,577.74
DEVESCROW2RIVER	15	\$34,651.39
DOG LICENSE AC	2	\$38.70
GRANT FUND-VNB	24	\$69,262.33
GREEN ACRES TR	1	\$5,086.00
MCIA LEASE	2	\$116,197.00
PARKNG OPER VAL	19	\$118,420.22
PAYROLL	2	\$2,676.00
RCA	2	\$786.38
RECREATION-VNB	4	\$4,090.00
TRUST ACCOUNT	19	\$153,932.64
TTL REDEMPTION	6	\$56,246.59
VALLEY-PCARD	4	\$2,634.19
WATER CAPITAL	4	\$272,059.11
WATER OPERATING	23	\$230,397.56
WIRE	14	\$7,356,178.13
Total	394	\$12,382,379.83

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WATER CAPITAL	Manual Check	1	\$138,441.77
WATER CAPITAL	Meeting Check	3	\$133,617.34
WATER OPERATING	Manual Check	8	\$193,793.43
WATER OPERATING	Meeting Check	15	\$36,604.13
WIRE	Manual Check	14	\$7,356,178.13
Total	All Checking	394	\$12,382,379.83

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
24-01945	C0321	CME ASSOCIATES	PROF SVCS MARINE PK-ORD 24-29	31	PROF SVCS MARINE PK-0388538	\$52,232.71	Manual Check	CAPITAL ACCOUNT	2723	12/05/2025	\$54,573.21
24-02050	C0321	CME ASSOCIATES	ENG SVCS-2024 ROAD PRGM	48	ALLEN/HUBBARD/ALSTON	\$1,514.25	Meeting Check	WATER CAPITAL	2222	12/11/2025	\$1,514.25
24-02076	M0449	MONTANA CONSTRUCTION CORP INC.	WATER LINE REPL-PHASE 2-24-192	11	WATER LINE REPL-PAY 10 FINAL	\$138,441.77	Manual Check	WATER CAPITAL	2220	12/04/2025	\$138,441.77
25-00076	G0161	IVAN GRILLI	Medicare Jan-Dec 2025	13	Medicare Reim DECEMBER 25	\$703.00	Meeting Check	CURRENT -VALLEY	23706	12/11/2025	\$703.00
25-00124	C0001	JAMES CLAYTON	Medicare Reim Jan-Dec 2025	13	Medicare/PART A & B DEC 2025	\$470.00	Meeting Check	CURRENT -VALLEY	23681	12/11/2025	\$470.00
25-00147	M0040	MONMOUTH BUILDING CENTER INC.	open for B&G supplies	20	open for B&G supplies 11/5	\$20.57	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-00208	W0006	WESTERN PEST SERVICE LLC	PEST CONTROL SENIOR CENTER	13	PEST CTRL SNR CTR/DECEMBER	\$62.82	Meeting Check	GRANT FUND-VNB	2609	12/11/2025	\$62.82
25-00243	S0439	SEE MY LEGACY LLC	COMMUNITY PLATFORM-ANNUAL SUB	1	COMMUNITY PLATFORM-ANNUAL SUB	\$2,499.00	Manual Check	CURRENT -VALLEY	23573	11/14/2025	\$2,499.00
25-00298	F0025	FOODTOWN RB	SPECIAL NEEDS DANCE	9	SPECIAL NEEDS DANCE 11/17	\$32.97	Meeting Check	CURRENT -VALLEY	23702	12/11/2025	\$492.95
25-00325	CRAIG005	CRAIG KIELY DESIGNS	BLANKET-FLORAL ARRANGEMENTS	4	FLORAL ARRGMT-VETERAN'S DAY	\$100.00	Meeting Check	CURRENT -VALLEY	23691	12/11/2025	\$100.00
25-00346	M0040	MONMOUTH BUILDING CENTER INC.	BLANKET PO FOR FIRE DEPT	15	BLANKET PO FOR FIRE DEPT 11/12	\$46.62	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-00346	M0040	MONMOUTH BUILDING CENTER INC.	BLANKET PO FOR FIRE DEPT	16	BLANKET PO FOR FIRE DEPT 11/19	\$144.95	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-00346	M0040	MONMOUTH BUILDING CENTER INC.	BLANKET PO FOR FIRE DEPT	17	BLANKET PO FOR FIRE DEPT 11/28	\$216.65	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-00379	M0402	MAZZA RECYCLING SERVICES LTD	RECYCLING DISPOSAL SERVICES	14	RECYCLING SVCS 8/31	\$150.10	Meeting Check	CURRENT -VALLEY	23742	12/11/2025	\$282.50
25-00379	M0402	MAZZA RECYCLING SERVICES LTD	RECYCLING DISPOSAL SERVICES	15	RECYCLING SVCS 10/31	\$132.40	Meeting Check	CURRENT -VALLEY	23742	12/11/2025	\$282.50
25-00497	F0025	FOODTOWN RB	BLANKET PO FOR F/D PURCHASES	12	SUPPLIES 11/15	\$144.43	Meeting Check	CURRENT -VALLEY	23702	12/11/2025	\$492.95
25-00497	F0025	FOODTOWN RB	BLANKET PO FOR F/D PURCHASES	13	SUPPLIES 11/17	\$64.08	Meeting Check	CURRENT -VALLEY	23702	12/11/2025	\$492.95
25-00572	C0051	COMPLETE SECURITY SYSTEMS INC	Emergency services	5	90 MONMOUTH 11/14	\$180.00	Meeting Check	CURRENT -VALLEY	23684	12/11/2025	\$403.75
25-00611	J0044	UNITED SITE SERVICES	ADA & Reg Restrooms open	23	ADA/REG RSTRM/CBP 11/4-12/1	\$161.26	Meeting Check	CURRENT -VALLEY	23721	12/11/2025	\$161.26
25-00611	J0044	UNITED SITE SERVICES	ADA & Reg Restrooms open	24	ADA/REG RSTRM/REC CT 11/4-12/1	\$95.63	Meeting Check	TRUST ACCOUNT	6337	12/11/2025	\$95.63
25-00844	K0128	KOMPAN INC.	MARINE PARK PLAYGROUND EQUIP.	2	MARINE PARK PLGRD EQUIP.134630	\$898,467.22	Meeting Check	CAPITAL ACCOUNT	2724	12/11/2025	\$898,467.22
25-00851	L0223	LIVE OAK LANDSCAPE CONTRACTORS	Landscape Maintenance	10	Landscape Maintenance-NOV	\$4,294.00	Manual Check	CURRENT -VALLEY	23580	11/17/2025	\$4,294.00
25-00851	L0223	LIVE OAK LANDSCAPE CONTRACTORS	Landscape Maintenance	11	Landscape Maintenance-DEC	\$4,294.00	Meeting Check	CURRENT -VALLEY	23730	12/11/2025	\$4,294.00
25-00863	E0243	ENGENUITY INFRASTRUCTURE	LEAD SVC REPL/PHASE 3	12	LEAD SVC REPL/PHASE 3-PAY 9	\$26,630.59	Meeting Check	WATER CAPITAL	2223	12/11/2025	\$26,630.59
25-00914	R0021	BENNY ROUNDTREE	Provide music at Senior Center	7	MUSIC-HOLIDAY PARTY	\$300.00	Meeting Check	GRANT FUND-VNB	2604	12/11/2025	\$300.00
25-00948	T0134	TRI AIR TESTING INC	BI-ANNUAL AIR TESTING	2	BI-ANNUAL AIR TESTING 6/5	\$256.00	Meeting Check	CURRENT -VALLEY	23788	12/11/2025	\$512.00
25-00948	T0134	TRI AIR TESTING INC	BI-ANNUAL AIR TESTING	3	BI-ANNUAL AIR TESTING 11/5	\$256.00	Meeting Check	CURRENT -VALLEY	23788	12/11/2025	\$512.00
25-00954	S0414	SERVICE TIRE TRUCK CENTER, INC	emergency tire repair	3	emergency tire repair 10/31	\$638.00	Meeting Check	CURRENT -VALLEY	23784	12/11/2025	\$638.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	4	FUN FOR EVERYONE U26169	\$90.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	5	POOL TIME 7/8 U22258	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	6	POOL TIME 7/15 U22259	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	7	POOL TIME 7/22 U22260	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	8	POOL TIME 7/29 U22261	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	9	POOL TIME 8/5 U22262	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01002	M0093	MON CTY BD OF RECREATION COMM	OPEN PO-SUMMER CAMP PROGRAM	10	POOL TIME 8/12 U22263	\$130.00	Meeting Check	CURRENT -VALLEY	23738	12/11/2025	\$870.00
25-01018	W0115	COLLIERS ENGINEERING & DESIGN	ENG SVCS-DPW EXPANS/RES 25-70	7	ENG SVCS-DPW EXPANS/DESIGN	\$8,683.75	Meeting Check	CAPITAL ACCOUNT	2722	12/11/2025	\$10,932.45
25-01018	W0115	COLLIERS ENGINEERING & DESIGN	ENG SVCS-DPW EXPANS/RES 25-70	8	ENG SVCS-DPW EXPANS/EXPANSE	\$2,248.70	Meeting Check	CAPITAL ACCOUNT	2722	12/11/2025	\$10,932.45
25-01157	V0083	VERIZON CONNECT FLEET USA LLC.	GPS FOR DPW VEHICLES/JULY-DEC	6	GPS FOR DPW VEHICLES/NOVEMBER	\$881.50	Meeting Check	CURRENT -VALLEY	23791	12/11/2025	\$881.50
25-01159	W0075	W.B.MASON CO INC	Open for Water for Parking	12	RENT 11/25	\$0.95	Meeting Check	PARKNG OPER VAL	3425	12/11/2025	\$0.95
25-01279	S0009	SHREWSBURY AUTO PARTS INC	OPEN FOR FIRE DEPT	15	OPEN FOR FIRE DEPT 11/7	\$384.98	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-01279	S0009	SHREWSBURY AUTO PARTS INC	OPEN FOR FIRE DEPT	16	OPEN FOR FIRE DEPT 11/28	\$196.71	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-01283	A0111	MADELINE ABBATEMARCO	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$360.00	Meeting Check	CURRENT -VALLEY	23596	12/11/2025	\$360.00
25-01284	A0262	MARY AGNES AHERN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$594.11	Meeting Check	CURRENT -VALLEY	23800	12/11/2025	\$594.11
25-01285	B0156	DEWITT BACON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23599	12/11/2025	\$555.00
25-01286	H0024	DONNA S BARR	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23629	12/11/2025	\$555.00
25-01290	B0208	DAVID W BARR	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23600	12/11/2025	\$555.00
25-01292	B0044	HANNELORE BERGEN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$523.50	Meeting Check	CURRENT -VALLEY	23598	12/11/2025	\$523.50
25-01294	B0238	DEBORAH BOYNTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23601	12/11/2025	\$402.00
25-01295	F0212	FRED BOYNTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$445.50	Meeting Check	CURRENT -VALLEY	23625	12/11/2025	\$445.50
25-01296	C0168	JOHN CAIN JR	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$393.00	Meeting Check	CURRENT -VALLEY	23606	12/11/2025	\$393.00
25-01297	C0120	ROBYN CALANDRIELLO	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23604	12/11/2025	\$555.00
25-01298	C00297	MICHAEL CLAY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23603	12/11/2025	\$555.00
25-01299	C0347	ELLEN CLAYTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23611	12/11/2025	\$555.00
25-01300	C0121	GEORGE CLAYTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$562.50	Meeting Check	CURRENT -VALLEY	23605	12/11/2025	\$562.50

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-01301	C0212	ROBERT CLAYTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$993.00	Meeting Check	CURRENT -VALLEY	23607	12/11/2025	\$993.00
25-01302	C0258A	ROSE CIABURRI	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$333.00	Meeting Check	CURRENT -VALLEY	23608	12/11/2025	\$333.00
25-01303	C0269	ROBERT J. COLMORGEN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,110.00	Meeting Check	CURRENT -VALLEY	23609	12/11/2025	\$1,110.00
25-01304	C0270	LAURAJEAN M COLLIER	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,110.00	Meeting Check	CURRENT -VALLEY	23610	12/11/2025	\$1,110.00
25-01305	C0390	JANE COUTU	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,110.00	Meeting Check	CURRENT -VALLEY	23612	12/11/2025	\$1,110.00
25-01306	D0324	DANIELS,PATRICIA	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23618	12/11/2025	\$555.00
25-01307	D0186	ANDREW DAVIS	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$330.00	Meeting Check	CURRENT -VALLEY	23617	12/11/2025	\$330.00
25-01308	D0332	PETER DEFAZIO	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23619	12/11/2025	\$402.00
25-01309	D0332A	KATHLEEN DEFAZIO	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$524.70	Meeting Check	CURRENT -VALLEY	23620	12/11/2025	\$524.70
25-01311	D0149	CAROL A DOOLING	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23615	12/11/2025	\$555.00
25-01312	D0151	CAROL A DOWLEN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23616	12/11/2025	\$555.00
25-01313	D0118	JOHN J DRUCKER JR.	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23614	12/11/2025	\$555.00
25-01314	E0205	JANE EIGENRAUCH	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23622	12/11/2025	\$555.00
25-01315	E0085	WILLIAM B EWALD	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$345.00	Meeting Check	CURRENT -VALLEY	23621	12/11/2025	\$345.00
25-01316	F0198	MARK FITZGERALD	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$562.50	Meeting Check	CURRENT -VALLEY	23624	12/11/2025	\$562.50
25-01317	F0026	MARIA FORGIONE	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23623	12/11/2025	\$402.00
25-01318	G0057A	CATHERINE GALASSI	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$634.00	Meeting Check	CURRENT -VALLEY	23626	12/11/2025	\$634.00
25-01319	G0088	JESSE GARRISON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$804.00	Meeting Check	CURRENT -VALLEY	23627	12/11/2025	\$804.00
25-01320	H0198	DEBORAH M HALL	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23631	12/11/2025	\$555.00
25-01321	H0016A	KIM HARDY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23628	12/11/2025	\$555.00
25-01322	H0242	LINDA HEWITT	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,110.00	Meeting Check	CURRENT -VALLEY	23633	12/11/2025	\$1,110.00
25-01323	H0220	JOSEPH HOFFMAN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23632	12/11/2025	\$555.00
25-01324	H0038	DOREEN HOFFMANN	2ND-4TH QTR MEDICARE REIMB 25	6	4TH QTR MEDICARE REIMB 2025	\$818.10	Meeting Check	CURRENT -VALLEY	23630	12/11/2025	\$1,636.20
25-01324	H0038	DOREEN HOFFMANN	2ND-4TH QTR MEDICARE REIMB 25	7	4TH QTR MED REIMB 2025-SPOUSE	\$818.10	Meeting Check	CURRENT -VALLEY	23630	12/11/2025	\$1,636.20
25-01325	H0011	ARLENE HOLIDAY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23635	12/11/2025	\$555.00
25-01326	H0041	GERTRUDE HOOKER	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23636	12/11/2025	\$402.00
25-01327	H0065	PAMELA HUGHES BORGHI	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23637	12/11/2025	\$555.00
25-01328	J0104	THELMA JONES	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$324.00	Meeting Check	CURRENT -VALLEY	23638	12/11/2025	\$324.00
25-01329	K0069	ROBERT J KENNEDY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23640	12/11/2025	\$555.00
25-01330	K0035	ROBERT A. KUHN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$989.40	Meeting Check	CURRENT -VALLEY	23639	12/11/2025	\$989.40
25-01331	L0125	ROBERT T. LANE	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$765.00	Meeting Check	CURRENT -VALLEY	23643	12/11/2025	\$765.00
25-01332	L0114	MILDRED LEWIS	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23642	12/11/2025	\$402.00
25-01333	L0032	BRUCE E LOVERSIDGE	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,640.40	Meeting Check	CURRENT -VALLEY	23641	12/11/2025	\$1,640.40
25-01334	L0220	RAYMOND LIVINGSTON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23644	12/11/2025	\$555.00
25-01335	M0109	MAUREEN MASSARI	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$510.30	Meeting Check	CURRENT -VALLEY	23646	12/11/2025	\$510.30
25-01336	M0375	GEORGETTE MOTLEY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23647	12/11/2025	\$402.00
25-01337	M0074	SUSAN MYERS	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23645	12/11/2025	\$402.00
25-01338	N0002	GREGORY NAGY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23648	12/11/2025	\$555.00
25-01339	N0247	BARBARA NUSSBAUM	2ND-4TH QTR MEDICARE REIMB 25	6	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23649	12/11/2025	\$1,110.00
25-01339	N0247	BARBARA NUSSBAUM	2ND-4TH QTR MEDICARE REIMB 25	7	4TH QTR MED REIMB 2025-SPOUSE	\$555.00	Meeting Check	CURRENT -VALLEY	23649	12/11/2025	\$1,110.00
25-01340	P0049	FLORENCE M PATTERSON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$375.00	Meeting Check	CURRENT -VALLEY	23650	12/11/2025	\$375.00
25-01341	P0237	SHARON PATTERSON	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23651	12/11/2025	\$555.00
25-01342	A0353	AURELIO RAMOS JR.	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23634	12/11/2025	\$555.00
25-01343	R0011	FREDERICK A RICHART	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$657.00	Meeting Check	CURRENT -VALLEY	23652	12/11/2025	\$657.00
25-01344	S0003	PATRICIA SATTER	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$818.10	Meeting Check	CURRENT -VALLEY	23653	12/11/2025	\$818.10
25-01345	S0248	ADELINE F SCHMIDT	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23657	12/11/2025	\$555.00
25-01346	S0364	MARIANNE SCHUMANN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23658	12/11/2025	\$402.00
25-01347	S0102	ROSE SESTITO	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23655	12/11/2025	\$555.00
25-01348	S0022	STANLEY J.SICKELS	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$510.30	Meeting Check	CURRENT -VALLEY	23654	12/11/2025	\$510.30
25-01349	S0113	LYDIA STATHUM	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23656	12/11/2025	\$402.00
25-01350	T0063	GEORGIANNA TERRY	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23659	12/11/2025	\$402.00
25-01351	T0176	HELEN TWEED	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$510.30	Meeting Check	CURRENT -VALLEY	23660	12/11/2025	\$510.30
25-01352	V0044	ERNEST VANPELT	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$336.00	Meeting Check	CURRENT -VALLEY	23661	12/11/2025	\$336.00
25-01353	W0057	JAMES WALKER	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$402.00	Meeting Check	CURRENT -VALLEY	23663	12/11/2025	\$402.00

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-01354	W00107	GARY A WATSON SR.	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$1,110.00	Meeting Check	CURRENT -VALLEY	23662	12/11/2025	\$1,110.00
25-01355	W0092	SHARON S WEBER	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23666	12/11/2025	\$555.00
25-01356	W0089	JAMES WILLIAMS	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$555.00	Meeting Check	CURRENT -VALLEY	23665	12/11/2025	\$555.00
25-01357	W0077	ALBERT WORDEN	2ND-4TH QTR MEDICARE REIMB 25	4	4TH QTR MEDICARE REIMB 2025	\$743.40	Meeting Check	CURRENT -VALLEY	23664	12/11/2025	\$743.40
25-01360	R0012	RED BANK REGIONAL BOE	TAX LEVY 2025/JULY-DEC	7	TAX LEVY/DEC	\$1,195,895.50	Manual Check	WIRE	888369	12/01/2025	\$1,195,895.50
25-01369	A0410	ARCH. HERITAGE CONSULTANTS	PROF SVC-HPC GUIDELINES-R25-64	8	PROF SVC-HPC/DESIGN PHAS 12/1	\$4,000.00	Meeting Check	GRANT FUND-VNB	2595	12/11/2025	\$4,000.00
25-01369	A0410	ARCH. HERITAGE CONSULTANTS	PROF SVC-HPC GUIDELINES-R25-64	9	PROF SVC-HPC/DESIGN PHAS 12/1	\$3,000.00	Meeting Check	CURRENT -VALLEY	23675	12/11/2025	\$3,000.00
25-01374	W0070	KEVIN P WIGENTON ESQ	PUBLIC DEFENDER/JULY-DEC 2025	7	PUBLIC DEFENDER/NOV 2025	\$700.00	Meeting Check	CURRENT -VALLEY	23795	12/11/2025	\$700.00
25-01374	W0070	KEVIN P WIGENTON ESQ	PUBLIC DEFENDER/JULY-DEC 2025	8	PUBLIC DEFENDER/NOV 2025	\$1,600.00	Meeting Check	TRUST ACCOUNT	6343	12/11/2025	\$1,600.00
25-01375	D0331	DELISA DEMOLITION INC	WASTE SVCS-JUNE-DEC 2025	12	WASTE SVCS-NOV 2025-	\$88,833.33	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-01375	D0331	DELISA DEMOLITION INC	WASTE SVCS-JUNE-DEC 2025	13	WASTE SVCS-NOV 2025-ALLEN PL	\$220.00	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-01376	J0162	JFK COMMUNITY HOSPITAL GROUP	MONTHLY AMB SVC/JUNE-DEC 25	13	MONTHLY AMB SVC/NOV 2025	\$9,333.34	Meeting Check	CURRENT -VALLEY	23724	12/11/2025	\$10,000.00
25-01376	J0162	JFK COMMUNITY HOSPITAL GROUP	MONTHLY AMB SVC/JUNE-DEC 25	14	MONTHLY AMB SVC/NOV 2025	\$666.66	Meeting Check	CURRENT -VALLEY	23724	12/11/2025	\$10,000.00
25-01379	P0194	PRIMEPOINT LLC	PAYROLL PROC/MAY-DEC 2025	29	PAYROLL/NOV 2025	\$1,471.47	Meeting Check	CURRENT -VALLEY	23758	12/11/2025	\$1,501.47
25-01379	P0194	PRIMEPOINT LLC	PAYROLL PROC/MAY-DEC 2025	30	PAYROLL/NOV 2025	\$470.40	Meeting Check	WATER OPERATING	13812	12/11/2025	\$470.40
25-01379	P0194	PRIMEPOINT LLC	PAYROLL PROC/MAY-DEC 2025	31	PAYROLL/NOV 2025	\$135.88	Meeting Check	PARKNG OPER VAL	3422	12/11/2025	\$135.88
25-01379	P0194	PRIMEPOINT LLC	PAYROLL PROC/MAY-DEC 2025	32	POSTER COMPLIANCE/NOV 2025	\$30.00	Meeting Check	CURRENT -VALLEY	23758	12/11/2025	\$1,501.47
25-01380	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-QTRS 2-4	10	POSTAGE MACHINE LEASE-4Q 2025	\$872.07	Meeting Check	CURRENT -VALLEY	23755	12/11/2025	\$872.07
25-01380	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-QTRS 2-4	11	POSTAGE MACHINE LEASE-4Q 2025	\$278.78	Meeting Check	WATER OPERATING	13811	12/11/2025	\$278.78
25-01380	P0146	PITNEY BOWES GLOBAL (981022)	POSTAGE MACHINE LEASE-QTRS 2-4	12	POSTAGE MACHINE LEASE-4Q 2025	\$80.53	Meeting Check	PARKNG OPER VAL	3421	12/11/2025	\$80.53
25-01381	C0330A	CANNON & MCGUINN, LLC.	GENERAL LEGAL SVCS/JUNE-DEC 25	7	GENERAL LEGAL SVCS/NOV 2025	\$7,500.00	Meeting Check	CURRENT -VALLEY	23687	12/11/2025	\$12,201.50
25-01382	C0330A	CANNON & MCGUINN, LLC.	PROSECUTOR SVCS-JUNE-NOV 25	7	PROSECUTOR SVCS-NOV 2025	\$3,200.00	Meeting Check	CURRENT -VALLEY	23687	12/11/2025	\$12,201.50
25-01397	I0108	IIA FIRE DEPT TESTING	FIRE DEPT' ANNUAL TESTING	1	AERIAL TEST	\$1,947.57	Meeting Check	CURRENT -VALLEY	23718	12/11/2025	\$9,548.20
25-01397	I0108	IIA FIRE DEPT TESTING	FIRE DEPT' ANNUAL TESTING	2	FIRE PUMP TEST	\$1,537.50	Meeting Check	CURRENT -VALLEY	23718	12/11/2025	\$9,548.20
25-01397	I0108	IIA FIRE DEPT TESTING	FIRE DEPT' ANNUAL TESTING	3	GROUND LADDER TESTING	\$6,063.13	Meeting Check	CURRENT -VALLEY	23718	12/11/2025	\$9,548.20
25-01407	M0433	MADISON ASBURY RETAIL, LLC.	SUMMER CAMP FIELDTRIP	1	SUMMER CAMP FIELDTRIP	\$1,170.00	Meeting Check	CURRENT -VALLEY	23744	12/11/2025	\$1,170.00
25-01417	C0321	CME ASSOCIATES	ENG SVCS CHESTNUT ST PROJ	11	ENG SVCS CHESTNUT ST-0388541	\$2,340.50	Manual Check	CAPITAL ACCOUNT	2723	12/05/2025	\$54,573.21
25-01434	R0013	RED BANK BOARD OF EDUCATION	SCHOOL TAXES 2025/JULY-DEC	7	SCHOOL TAXES & DEBT/DEC	\$1,857,763.00	Manual Check	WIRE	888368	12/01/2025	\$1,857,763.00
25-01439	P0223	PARTS AUTHORITY LLC	VEHICLE PARTS - FIRE DEPT	14	VEHICLE PARTS-11/13	\$27.58	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-01439	P0223	PARTS AUTHORITY LLC	VEHICLE PARTS - FIRE DEPT	15	VEHICLE PARTS-11/13	\$21.75	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-01439	P0223	PARTS AUTHORITY LLC	VEHICLE PARTS - FIRE DEPT	16	VEHICLE PARTS-11/13	\$155.16	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-01581	G0159	GOLD TYPE BUSINESS MACHINES	new radio install #137	1	new radio install #137	\$355.39	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-01581	G0159	GOLD TYPE BUSINESS MACHINES	new radio install #137	2	Laird 152-162 MHz 1/4 wave	\$16.28	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-01581	G0159	GOLD TYPE BUSINESS MACHINES	new radio install #137	3	0-1000MHz,3/4 in Mnt,Connector	\$17.78	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-01581	G0159	GOLD TYPE BUSINESS MACHINES	new radio install #137	4	UHF Male Crimp-RG58	\$6.75	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-01581	G0159	GOLD TYPE BUSINESS MACHINES	new radio install #137	5	Program and Install Radio	\$300.00	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-01660	C0437	COASTAL REFRIGERATION CORP.	REPLACE CONDENSERS-151 SPRING	1	REPLACE CONDENSERS-151 SPRING	\$41,100.00	Meeting Check	MCIA LEASE	982	12/11/2025	\$41,100.00
25-01660	C0437	COASTAL REFRIGERATION CORP.	REPLACE CONDENSERS-151 SPRING	2	ADDT'L WORK GAS LINE	\$3,660.00	Meeting Check	CURRENT -VALLEY	23689	12/11/2025	\$3,660.00
25-01700	M0503	DAVID M. MULDOWNEY, JR. CPA	CEDAR CRSSG-2024 AUDIT SVCS	2	CEDAR CRSSG-2024 AUDIT SVCS	\$2,275.00	Meeting Check	COAH DEV FEES	275	12/11/2025	\$2,275.00
25-01722	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	33	Borough Fleet Fuel NOV 5	\$2,201.52	Meeting Check	CURRENT -VALLEY	23723	12/11/2025	\$2,201.52
25-01722	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	34	Borough Fleet Fuel NOV 12	\$1,894.71	Meeting Check	WATER OPERATING	13806	12/11/2025	\$9,839.29
25-01722	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	35	Borough Fleet Fuel NOV 19	\$2,235.96	Meeting Check	WATER OPERATING	13806	12/11/2025	\$9,839.29
25-01722	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	36	Borough Fleet Fuel NOV 20	\$3,620.56	Meeting Check	WATER OPERATING	13806	12/11/2025	\$9,839.29
25-01722	J0160	J SWANTON FUEL OIL CO., INC.	Borough Fleet Fuel	37	Borough Fleet Fuel NOV 26	\$2,088.06	Meeting Check	WATER OPERATING	13806	12/11/2025	\$9,839.29
25-01723	A0052	ATLANTIC DETROIT DIESEL	Generator Repairs	13	GENERATOR MAINTENANCE #HVHX	\$2,603.51	Meeting Check	WATER OPERATING	13803	12/11/2025	\$4,022.36
25-01733	R0081	RED BANK SELF STORAGE	Storage Unit-DPW 1020	6	STORAGE-DPW #1020-DEC	\$376.00	Meeting Check	CURRENT -VALLEY	23767	12/11/2025	\$1,106.00
25-01736	C0032	CHESAPEAKE EXTERMINATING	Open Exterminating June-Dec	6	PARKING OFF/EXTERM 11/15	\$75.00	Meeting Check	PARKNG OPER VAL	3415	12/11/2025	\$75.00
25-01737	M0441	MACKAY METERS, INC.	Open July - Dec 2025	5	Monthly Service OCTOBER 2025	\$3,055.00	Meeting Check	PARKNG OPER VAL	3426	12/11/2025	\$4,908.98
25-01738	E0060	EASTERN ARMORED SERVICES INC.	Monthly Services Sept-Dec 2025	5	Monthly Services DECEMBER	\$882.00	Meeting Check	PARKNG OPER VAL	3416	12/11/2025	\$882.00
25-01739	I0080	INTEGRATED TECHNICAL SYSTM INC	Open July - Dec 2025	11	IRIS-DECEMBER 2025	\$1,100.00	Meeting Check	PARKNG OPER VAL	3418	12/11/2025	\$34,875.00
25-01753	W0075	W.B.MASON CO INC	OPEN FOR WATER PURCHASE	11	RENT 11/10	\$0.95	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-01840	M0417	MILLENNIUM STRATEGIES LLC	GRANT WRITING SVCS/JULY-DEC 25	16	GRANT WRITING SVCS/NOV 25	\$2,549.52	Meeting Check	CURRENT -VALLEY	23743	12/11/2025	\$2,549.52
25-01840	M0417	MILLENNIUM STRATEGIES LLC	GRANT WRITING SVCS/JULY-DEC 25	17	GRANT WRITING SVCS/NOV 25	\$815.04	Meeting Check	WATER OPERATING	13808	12/11/2025	\$815.04
25-01840	M0417	MILLENNIUM STRATEGIES LLC	GRANT WRITING SVCS/JULY-DEC 25	18	GRANT WRITING SVCS/NOV 25	\$235.44	Meeting Check	PARKNG OPER VAL	3420	12/11/2025	\$235.44

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		Amount
									Number	Check Date	
25-01968	O0047	ONE CALL CONCEPTS	MARKOUT Information Service	4	OPEN-MARKOUT SVCS/OCT 31	\$231.80	Meeting Check	WATER OPERATING	13810	12/11/2025	\$231.80
25-01971	J0020	JERSEY ELEVATOR, LLC.	90 MONMOUTH-ELEV SVC	5	90 MONMOUTH-ELEV SVC NOV	\$263.93	Manual Check	CURRENT -VALLEY	23569	11/14/2025	\$263.93
25-01973	U0042	UNIVERSITY ENTERPRISES INC	Utility Leadership Practices	1	Utility Leadership Practices	\$175.00	Meeting Check	WATER OPERATING	13815	12/11/2025	\$195.00
25-01973	U0042	UNIVERSITY ENTERPRISES INC	Utility Leadership Practices	2	Shipping	\$20.00	Meeting Check	WATER OPERATING	13815	12/11/2025	\$195.00
25-02030	J0155	J.HARRIS ACADEMY POLICE TRAIN	Internal Affairs Investigator	1	Internal Affairs Investigator	\$595.00	Meeting Check	CURRENT -VALLEY	23722	12/11/2025	\$595.00
25-02041	R0218	R.J.E.S.LLC	TOW YD RENT/AUG-DEC 2025	6	TOW YD RENT/DEC 2025	\$1,400.00	Meeting Check	TRUST ACCOUNT	6340	12/11/2025	\$1,400.00
25-02069	G0159	GOLD TYPE BUSINESS MACHINES	radio & install for DPU #11	1	radio & install for DPU #11	\$355.39	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-02069	G0159	GOLD TYPE BUSINESS MACHINES	radio & install for DPU #11	2	10772 Laird 152-162 MHz 1/4	\$16.28	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-02069	G0159	GOLD TYPE BUSINESS MACHINES	radio & install for DPU #11	3	78815 0-1000MHz 3/4 in Mnt	\$17.78	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-02069	G0159	GOLD TYPE BUSINESS MACHINES	radio & install for DPU #11	4	491537 UHF Male Crimp-RG58	\$6.75	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-02069	G0159	GOLD TYPE BUSINESS MACHINES	radio & install for DPU #11	5	Labor Program & Install Radio	\$300.00	Meeting Check	CURRENT -VALLEY	23705	12/11/2025	\$1,392.40
25-02071	S0009	SHREWSBURY AUTO PARTS INC	open for supplies	12	open for supplies 11/6	\$37.13	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-02071	S0009	SHREWSBURY AUTO PARTS INC	open for supplies	13	open for supplies 11/6	\$86.00	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-02092	N0037	NJ LEAGUE OF MUNICIPALITIES	NJLOM ANNUAL CONFERENCE	23	NJLOM-ADM-J. DIODATO	\$70.00	Meeting Check	CURRENT -VALLEY	23750	12/11/2025	\$90.00
25-02092	N0037	NJ LEAGUE OF MUNICIPALITIES	NJLOM ANNUAL CONFERENCE	25	NJLOM-ADM-J. DIODATO-SPOUSE	\$20.00	Meeting Check	CURRENT -VALLEY	23750	12/11/2025	\$90.00
25-02145	M0040	MONMOUTH BUILDING CENTER INC.	open for building & grounds	6	Open for B&G supplies 11/10	\$29.00	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02145	M0040	MONMOUTH BUILDING CENTER INC.	open for building & grounds	7	Open for B&G supplies 11/14	\$21.98	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02145	M0040	MONMOUTH BUILDING CENTER INC.	open for building & grounds	8	Open for B&G supplies 11/14	\$69.99	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02145	M0040	MONMOUTH BUILDING CENTER INC.	open for building & grounds	9	Open for B&G supplies 11/26	\$47.97	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02170	S0027	SEABOARD WELDING SUPPLY INC	Garage Rental Tank & supplies	4	Garage Rental/Tank supp 10/31	\$91.45	Meeting Check	CURRENT -VALLEY	23775	12/11/2025	\$182.90
25-02170	S0027	SEABOARD WELDING SUPPLY INC	Garage Rental Tank & supplies	5	Garage Rental/Tank supp 11/30	\$91.45	Meeting Check	CURRENT -VALLEY	23775	12/11/2025	\$182.90
25-02205	D0378	DYLAN CONSTRUCTION, LLC.	REHAB-10 CEDAR CROSS R25-158	3	REHAB-10 CEDAR CROSS PAY 2 FIN	\$4,950.00	Meeting Check	COAH DEV FEES	273	12/11/2025	\$4,950.00
25-02207	F0025	FOODTOWN RB	Supplies needed for Senior Cen	4	SUPPLIES SEN CTR 11/20	\$224.37	Meeting Check	GRANT FUND-VNB	2598	12/11/2025	\$637.14
25-02207	F0025	FOODTOWN RB	Supplies needed for Senior Cen	5	SUPPLIES SEN CTR 11/24	\$79.00	Meeting Check	GRANT FUND-VNB	2598	12/11/2025	\$637.14
25-02210	C0431	DOMENICA DONNA COMO	Provide 8 wks of Art Instruct	2	Provide 8 wks of Art Instruct	\$800.00	Meeting Check	GRANT FUND-VNB	2596	12/11/2025	\$800.00
25-02215	M0054	TREASURER, COUNTY OF MONMOUTH	Household Waste/Bulk	4	Household Waste/Bulk OCT 31	\$1,985.07	Meeting Check	CURRENT -VALLEY	23737	12/11/2025	\$1,985.07
25-02218	H0187	THE HOSE SHOP	emergency hoses & supplies	2	emergency hoses 11/5	\$54.92	Manual Check	CURRENT -VALLEY	23578	11/17/2025	\$54.92
25-02218	H0187	THE HOSE SHOP	emergency hoses & supplies	3	emergency hoses 11/12	\$280.86	Meeting Check	CURRENT -VALLEY	23711	12/11/2025	\$302.44
25-02218	H0187	THE HOSE SHOP	emergency hoses & supplies	4	emergency hoses 11/19	\$21.58	Meeting Check	CURRENT -VALLEY	23711	12/11/2025	\$302.44
25-02220	A0251	ATLANTIC FLOORING	FLOOR-COURT OFFICE (LEFT SIDE)	1	FLOOR-COURT OFFICE (LEFT SIDE)	\$4,298.15	Meeting Check	CAPITAL ACCOUNT	2716	12/11/2025	\$4,298.15
25-02230	M0040	MONMOUTH BUILDING CENTER INC.	open for building & grounds	16	open for supplies B&G 11/12	\$19.97	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02244	B0289	DANIEL BANNON	3RD-4TH QTR MEDICARE REIMB 25	3	4TH QTR MEDICARE REIMB 2025	\$1,613.70	Meeting Check	CURRENT -VALLEY	23602	12/11/2025	\$1,613.70
25-02246	F0248	FEIGUS OFFICE FURNITURE	FURNITURE-COURT OFFICE-LEFT	1	FURNITURE-COURT OFFICE-LEFT	\$5,874.20	Meeting Check	TRUST ACCOUNT	6336	12/11/2025	\$5,874.20
25-02257	BFJPL005	BFJ PLANNING	UPDATE ZONING ORD OF MASTER PL	2	Zoning Ordinance Update	\$4,420.00	Meeting Check	CURRENT -VALLEY	23798	12/11/2025	\$4,420.00
25-02259	A0052	ATLANTIC DETROIT DIESEL	generator repairs	7	WATER TREATMENT	\$1,418.85	Meeting Check	WATER OPERATING	13803	12/11/2025	\$4,022.36
25-02259	A0052	ATLANTIC DETROIT DIESEL	generator repairs	8	BUILDINGS	\$1,517.24	Meeting Check	CURRENT -VALLEY	23670	12/11/2025	\$2,539.49
25-02259	A0052	ATLANTIC DETROIT DIESEL	generator repairs	9	ROADS	\$1,022.25	Meeting Check	CURRENT -VALLEY	23670	12/11/2025	\$2,539.49
25-02263	N0057	NJ BUSINESS SYSTEMS	COURT ROOM CABLING PROJECT	1	COURT ROOM CABLING PROJECT	\$9,435.98	Meeting Check	CAPITAL ACCOUNT	2720	12/11/2025	\$9,435.98
25-02267	M0507	MONARCH EXCAVATION	MARINE PARK PROJ-RES 25-169	7	MARINE PARK PROJ-PAY #2	\$949,001.03	Meeting Check	CAPITAL ACCOUNT	2719	12/11/2025	\$949,001.03
25-02267	M0507	MONARCH EXCAVATION	MARINE PARK PROJ-RES 25-169	8	MARINE PARK PROJ-PAY #2	\$105,472.50	Meeting Check	WATER CAPITAL	2221	12/11/2025	\$105,472.50
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	13	B/G Exterm Serv 11/20	\$40.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	14	B/G Exterm Serv 11/20	\$65.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	15	B/G Exterm Serv 11/20	\$65.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	16	B/G Exterm Serv 11/20	\$65.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	17	B/G Exterm Serv 11/20	\$35.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02288	C0032	CHESAPEAKE EXTERMINATING	B/G Extermination Services	18	B/G Exterm Serv 11/20	\$35.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02293	D0331	DELISA DEMOLITION INC	Recycling Tax HHW	5	Recycling Tax HHW OCT 31	\$722.49	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-02293	D0331	DELISA DEMOLITION INC	Recycling Tax HHW	6	Recycling Tax HHW NOV 15	\$597.36	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-02294	D0331	DELISA DEMOLITION INC	HHW Tipping Fees	5	HHW Tipping Fees OCT 31	\$21,479.58	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-02294	D0331	DELISA DEMOLITION INC	HHW Tipping Fees	6	HHW Tipping Fees NOV 15	\$17,759.50	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-02313	C0439	KIM CUGINI	Provide Fitness Instruction	2	FITNESS INSTRUCT 10/30-11/13	\$150.00	Meeting Check	GRANT FUND-VNB	2597	12/11/2025	\$150.00
25-02316	I0113	ICARE MASSAGE, LLC	Provide Massage Therapy @ Cent	1	Provide Massage Therapy @ Cent	\$800.00	Meeting Check	GRANT FUND-VNB	2601	12/11/2025	\$800.00
25-02333	H0251	HOWARD TECHNOLOGY SOLUTIONS	COURT ROOM CABLING PROJECT	2	COURT ROOM CABLING PROJ -INV#1	\$3,630.00	Meeting Check	CAPITAL ACCOUNT	2717	12/11/2025	\$38,588.81
25-02333	H0251	HOWARD TECHNOLOGY SOLUTIONS	COURT ROOM CABLING PROJECT	3	COURT ROOM CABLING PROJ -INV#2	\$34,958.81	Meeting Check	CAPITAL ACCOUNT	2717	12/11/2025	\$38,588.81

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-02360	R0280	MEAGAN P RULAND	YOUTH DANCING CLASS 9/17-10/22	1	YOUTH DANCING CLASS 9/17-10/22	\$375.00	Meeting Check	CURRENT -VALLEY	23769	12/11/2025	\$375.00
25-02360	R0280	MEAGAN P RULAND	YOUTH DANCING CLASS 9/17-10/22	2	HISPANIC HERITAGE EVENT 9/14	\$150.00	Meeting Check	RECREATION-VNB	1667	12/11/2025	\$150.00
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	1	MARS MINI 62.6 OZ	\$349.93	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	2	FUN SIZE SKITTLES	\$319.96	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	3	BULK SMARTIES	\$174.99	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	4	STICK PEN ASSORTMENT	\$64.95	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	5	PRISM ROLL STICKER ASSORT	\$23.97	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	6	PRISM HALLOWEEN NOTEPADS	\$69.93	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	7	HALLOWEEN DRAWSTRING BAGS	\$104.93	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	8	KID'S COMBO CANDY MIX	\$74.94	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02361	O0018	ORIENTAL TRADING INC	HALLOWEEN SUPPLIES	9	BULK MINI HEART SUCKERS	\$75.98	Meeting Check	CURRENT -VALLEY	23752	12/11/2025	\$1,259.58
25-02400	A0412	ACUSHRED LLC	Borough inter office Doc Shred	1	Borough inter office Doc Shred	\$692.00	Meeting Check	CURRENT -VALLEY	23676	12/11/2025	\$692.00
25-02402	M0040	MONMOUTH BUILDING CENTER INC.	Open for Supplies	4	Open for Supplies 11/10	\$72.71	Meeting Check	PARKNG OPER VAL	3419	12/11/2025	\$232.60
25-02402	M0040	MONMOUTH BUILDING CENTER INC.	Open for Supplies	5	Open for Supplies 11/10	\$21.98	Meeting Check	PARKNG OPER VAL	3419	12/11/2025	\$232.60
25-02402	M0040	MONMOUTH BUILDING CENTER INC.	Open for Supplies	6	Open for Supplies 11/20	\$137.91	Meeting Check	PARKNG OPER VAL	3419	12/11/2025	\$232.60
25-02410	C0032	CHESAPEAKE EXTERMINATING	Rodent control 75 Chestnut	4	Rodent cont 75 Chestnut-NOV	\$160.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	5	Employee Footwear INV 3820	\$2,678.66	Meeting Check	CURRENT -VALLEY	23778	12/11/2025	\$4,350.49
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	6	Employee Footwear INV 3820	\$1,357.85	Meeting Check	CURRENT -VALLEY	23778	12/11/2025	\$4,350.49
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	7	Employee Safety Footwear INV 3820	\$741.94	Meeting Check	WATER OPERATING	13814	12/11/2025	\$1,041.92
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	8	Employee Footwear INV 2852	\$164.99	Meeting Check	WATER OPERATING	13814	12/11/2025	\$1,041.92
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	9	Employee Footwear INV 7261	\$313.98	Meeting Check	CURRENT -VALLEY	23778	12/11/2025	\$4,350.49
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	10	Employee Footwear INV 7261	\$134.99	Meeting Check	WATER OPERATING	13814	12/11/2025	\$1,041.92
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	11	Employee Safety Footwear INV 9444	-\$164.99	Meeting Check	CURRENT -VALLEY	23778	12/11/2025	\$4,350.49
25-02426	S0206	SAF-GARD	Employee Safety Footwear 09/23	12	Employee Footwear INV 9443	\$164.99	Meeting Check	CURRENT -VALLEY	23778	12/11/2025	\$4,350.49
25-02464	91274	CHANNING IRWIN	ESCROW CLOSE OUT PR15409	1	ESCROW CLOSE OUT PR15409	\$823.50	Manual Check	DEVESCROW2RIVER	2016	11/18/2025	\$823.50
25-02491	R0167	RUTGERS UNIV OF NJ (PISCATAWAY	Work Zone safety awareness	1	Work Zone safety awareness	\$125.00	Meeting Check	CURRENT -VALLEY	23799	12/11/2025	\$125.00
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	30	COPIERS-COURT-11/15-12/14	\$44.58	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	31	COPIERS-PD REC-11/15-12/14	\$44.60	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	32	COPIERS-PD DET-11/15-12/14	\$44.60	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	33	COPIERS-SENIOR CTR-11/15-12/14	\$44.60	Manual Check	GRANT FUND-VNB	2588	11/24/2025	\$44.60
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	34	COPIERS-ADM-11/15-12/14	\$167.25	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	35	COPIERS-CL/PR-11/15-12/14	\$167.25	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	36	COPIERS-DPW-11/15-12/14	\$167.25	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	38	COPIERS-BLDG-11/15-12/14	\$122.65	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	39	COPIERS-FIN//WATER-11/15-12/14	\$156.10	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02509	D0391A	DOCUMENT SOLUTIONS LEASING	COPIERS-SEPT-DEC 25	40	COPIERS-PZ/FM-11/15-12/14	\$156.12	Manual Check	CURRENT -VALLEY	23581	11/24/2025	\$1,070.40
25-02528	R0290	REST 911	Repairs to Range CBP	1	New Range CBP	\$260.00	Meeting Check	CURRENT -VALLEY	23771	12/11/2025	\$260.00
25-02529	H0252	HOOD SERVICES 24	Service call	1	Service call	\$175.00	Meeting Check	CURRENT -VALLEY	23714	12/11/2025	\$175.00
25-02532	H0001	HACH CO	pH Indicator Solution	1	pH Indicator Solution	\$128.76	Meeting Check	WATER OPERATING	13805	12/11/2025	\$141.66
25-02532	H0001	HACH CO	pH Indicator Solution	2	Freight	\$12.90	Meeting Check	WATER OPERATING	13805	12/11/2025	\$141.66
25-02535	S0021	SHERWIN WILLIAMS CO.,INC.	Paint for field Striping	1	Paint for field Striping	\$96.98	Meeting Check	CURRENT -VALLEY	23773	12/11/2025	\$96.98
25-02542	G0210	GOAL TO GOAL,LLC.	RECREATION SOCCER	1	K-2ND GRADE CLINIC	\$700.00	Meeting Check	CURRENT -VALLEY	23707	12/11/2025	\$2,300.00
25-02542	G0210	GOAL TO GOAL,LLC.	RECREATION SOCCER	2	3RD/4TH GRADE PRACTICES	\$800.00	Meeting Check	CURRENT -VALLEY	23707	12/11/2025	\$2,300.00
25-02542	G0210	GOAL TO GOAL,LLC.	RECREATION SOCCER	3	3RD/4TH GRADE GAMES	\$800.00	Meeting Check	CURRENT -VALLEY	23707	12/11/2025	\$2,300.00
25-02544	L0169	LIBERTY PARKS & PLAYGROUND INC	Material for Eastside Park	1	Material for Eastside Park	\$2,635.00	Manual Check	CURRENT -VALLEY	23570	11/14/2025	\$2,635.00
25-02583	M0514	RAYITO MORALES	MARIACHI PERFORMAANCE	1	MARIACHI PERFORMAANCE	\$700.00	Meeting Check	RECREATION-VNB	1668	12/11/2025	\$700.00
25-02587	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Oct 4 weeks	13	leasing uniforms OCTOBER 28	\$218.27	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02587	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Oct 4 weeks	14	leasing uniforms OCTOBER 28	\$82.66	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02587	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Oct 4 weeks	15	leasing uniforms OCTOBER 28	\$100.64	Meeting Check	WATER OPERATING	13802	12/11/2025	\$503.20
25-02590	P0223	PARTS AUTHORITY LLC	fork lift starter	1	fork lift starter	\$219.48	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02642	I0117	INCREDIBLE OZ, LLC.	ESCROW CLOSE OUT PR14831	1	ESCROW CLOSE OUT PR14831	\$1,145.75	Manual Check	DEVESCROW2RIVER	2014	11/18/2025	\$1,145.75
25-02648	U0086	UNITED AIRLINES	TRANSPORT FOR ICMA CONF-J.GANT	1	TRAVEL FOR ICMA CONF-J.GANT	\$186.97	Manual Check	VALLEY-PCARD	59	11/25/2025	\$186.97
25-02650	I0112	INT'L CITY/CTY MGMT ASSOC.	ANNUAL CONFERENCE-JIM GANT	1	ANNUAL CONFERENCE-JIM GANT	\$980.00	Manual Check	VALLEY-PCARD	56	11/25/2025	\$980.00
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	1	DPU office supplies	\$2.47	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	2	Rubbermaid 95 Qt Storage Bin	\$98.74	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	3	3 Ring Binders, 3 inch	\$51.48	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	4	Plastic Silverware	\$21.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	5	Dry Erase Pockets	\$31.96	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	6	Rubbermaid 74 Qt Storage Bin	\$80.76	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02657	A0253A	AMAZON CAPITAL SERVICES	DPU office supplies	7	Black & Decker Toaster Oven	\$54.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02696	L0226	LADDEY CLARK & RYAN LLP.	HEARING OFFICE-EMP DISC-25-184	3	HEARING OFFICE-EMP DISC-#5025	\$125.00	Meeting Check	CURRENT -VALLEY	23731	12/11/2025	\$5,975.00
25-02696	L0226	LADDEY CLARK & RYAN LLP.	HEARING OFFICE-EMP DISC-25-184	4	HEARING OFFICE-EMP DISC-#5252	\$5,850.00	Meeting Check	CURRENT -VALLEY	23731	12/11/2025	\$5,975.00
25-02700	C0388	THE CANNING GROUP, LLC.	QPA SVCS-BID PKG WASTE COLLECT	2	QPA SVCS-BID PKG WASTE COL.#1	\$2,500.00	Meeting Check	CURRENT -VALLEY	23688	12/11/2025	\$2,500.00
25-02722	S0012	SEABOARD FIRE & SAFETY EQUIP.	Annual Fire Extinguisher Insp	8	Annual Fire Extinguisher Insp	\$121.00	Meeting Check	WATER OPERATING	13813	12/11/2025	\$197.00
25-02722	S0012	SEABOARD FIRE & SAFETY EQUIP.	Annual Fire Extinguisher Insp	9	Annual Fire Extinguisher Insp	\$76.00	Meeting Check	WATER OPERATING	13813	12/11/2025	\$197.00
25-02723	H0079A	TED HALL LOCKSMITH INC.	Keys	2	Keys 12/2	\$51.50	Meeting Check	CURRENT -VALLEY	23710	12/11/2025	\$51.50
25-02724	M0325	MSC INDUSTRIAL SUPPLY CO	Cleaning Products	1	Clorex clean UD	\$490.20	Manual Check	CURRENT -VALLEY	23571	11/14/2025	\$845.80
25-02724	M0325	MSC INDUSTRIAL SUPPLY CO	Cleaning Products	2	Simple Green	\$355.60	Manual Check	CURRENT -VALLEY	23571	11/14/2025	\$845.80
25-02730	S0031	STORR TRACTOR CO	OPERATOR WINDSCREEN 2120	1	OPERATOR WINDSCREEN 2120	\$5,745.00	Meeting Check	CURRENT -VALLEY	23777	12/11/2025	\$5,630.10
25-02730	S0031	STORR TRACTOR CO	OPERATOR WINDSCREEN 2120	2	ESCNI Bid#22/23-12(2%)Discount	-\$114.90	Meeting Check	CURRENT -VALLEY	23777	12/11/2025	\$5,630.10
25-02733	W0075	W.B.MASON CO INC	pendaflex hanging folders	12	hard floor chair mat	\$118.68	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-02736	M0053	MON CTY TREASURER(CTY.TAX)	4TH QTR COUNTY TAXES-2025	1	4TH QTR COUNTY TAXES-2025	\$1,610,796.03	Manual Check	WIRE	888367	11/17/2025	\$1,885,747.75
25-02736	M0053	MON CTY TREASURER(CTY.TAX)	4TH QTR COUNTY TAXES-2025	2	4TH QTR SHARED HEALTH SVC-2025	\$26,016.48	Manual Check	WIRE	888367	11/17/2025	\$1,885,747.75
25-02736	M0053	MON CTY TREASURER(CTY.TAX)	4TH QTR COUNTY TAXES-2025	3	4TH QTR OPEN SPACE TAX-2025	\$248,935.24	Manual Check	WIRE	888367	11/17/2025	\$1,885,747.75
25-02737	L0225	LOWE'S HOME CENTERS,LLC.	ITEMS FOR TOWER HILL DRILLING	1	ITEMS FOR TOWER HILL DRILLING	\$322.47	Manual Check	VALLEY-PCARD	57	11/25/2025	\$322.47
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	1	2015 MCIA-BOND GEN CAP/PRINC	\$460,000.00	Manual Check	WIRE	888364	11/14/2025	\$523,725.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	2	2015 MCIA-BOND GEN CAP/INT	\$63,250.00	Manual Check	WIRE	888364	11/14/2025	\$523,725.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	3	2015 MCIA-BOND GEN CAP/FEE	\$475.00	Manual Check	WIRE	888364	11/14/2025	\$523,725.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	4	2015 MCIA-BOND WATER/PRINC	\$180,000.00	Manual Check	WIRE	888365	11/14/2025	\$230,900.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	5	2015 MCIA-BOND WATER/INT	\$50,900.00	Manual Check	WIRE	888365	11/14/2025	\$230,900.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	6	2015 MCIA-BOND PARKIN/PRINC	\$15,000.00	Manual Check	WIRE	888366	11/14/2025	\$18,800.00
25-02740	U0050	US BANK	2015 MCIA POOLED REV BONDS	7	2015 MCIA-BOND PARKIN/INT	\$3,800.00	Manual Check	WIRE	888366	11/14/2025	\$18,800.00
25-02741	U0050	US BANK	2019B MCIA POOLED REV BONDS	1	2019B MCIA-BOND GEN CAP/PRINC	\$205,000.00	Manual Check	WIRE	888363	11/14/2025	\$239,925.00
25-02741	U0050	US BANK	2019B MCIA POOLED REV BONDS	2	2019B MCIA-BOND GEN CAP/INT	\$34,625.00	Manual Check	WIRE	888363	11/14/2025	\$239,925.00
25-02741	U0050	US BANK	2019B MCIA POOLED REV BONDS	3	2019B MCIA-BOND GEN CAP/FEE	\$300.00	Manual Check	WIRE	888363	11/14/2025	\$239,925.00
25-02742	U0050	US BANK	2020 MCIA POOLED REV BONDS	1	2020 MCIA-BOND/GEN CAP PRINC	\$160,000.00	Manual Check	WIRE	888359	11/14/2025	\$198,275.00
25-02742	U0050	US BANK	2020 MCIA POOLED REV BONDS	2	2020 MCIA-BOND/GEN CAP INT	\$37,725.00	Manual Check	WIRE	888359	11/14/2025	\$198,275.00
25-02742	U0050	US BANK	2020 MCIA POOLED REV BONDS	3	2020 MCIA-BOND/GEN CAP FEE	\$550.00	Manual Check	WIRE	888359	11/14/2025	\$198,275.00
25-02742	U0050	US BANK	2020 MCIA POOLED REV BONDS	4	2020 MCIA-BOND/PARKING PRINC	\$150,000.00	Manual Check	WIRE	888360	11/14/2025	\$195,750.00
25-02742	U0050	US BANK	2020 MCIA POOLED REV BONDS	5	2020 MCIA-BOND/PARKING INT	\$45,750.00	Manual Check	WIRE	888360	11/14/2025	\$195,750.00
25-02743	U0050	US BANK	2022B MCIA POOLED REV BONDS	1	2022B MCIA BOND GEN CAP/PRINC	\$235,000.00	Manual Check	WIRE	888361	11/14/2025	\$314,600.00
25-02743	U0050	US BANK	2022B MCIA POOLED REV BONDS	2	2022B MCIA BOND GEN CAP/INT	\$79,250.00	Manual Check	WIRE	888361	11/14/2025	\$314,600.00
25-02743	U0050	US BANK	2022B MCIA POOLED REV BONDS	3	2022B MCIA BOND GEN CAP/FEE	\$350.00	Manual Check	WIRE	888361	11/14/2025	\$314,600.00
25-02743	U0050	US BANK	2022B MCIA POOLED REV BONDS	4	2022B MCIA BOND WATER/PRINC	\$75,000.00	Manual Check	WIRE	888362	11/14/2025	\$122,850.00
25-02743	U0050	US BANK	2022B MCIA POOLED REV BONDS	5	2022B MCIA BOND WATER/INT	\$47,850.00	Manual Check	WIRE	888362	11/14/2025	\$122,850.00
25-02769	M0040	MONMOUTH BUILDING CENTER INC.	open for supplies w/s	5	open for supplies w/s 10/27	\$197.51	Meeting Check	WATER OPERATING	13807	12/11/2025	\$228.47
25-02769	M0040	MONMOUTH BUILDING CENTER INC.	open for supplies w/s	6	open for supplies w/s 10/29	\$30.96	Meeting Check	WATER OPERATING	13807	12/11/2025	\$228.47
25-02772	U0085	USABBLUEBOOK	water and sewer equipment	1	water and sewer equipment	\$38.45	Manual Check	WATER OPERATING	13797	11/17/2025	\$3,252.85
25-02772	U0085	USABBLUEBOOK	water and sewer equipment	2	USA BlueBook Manhole Cover	\$117.00	Manual Check	WATER OPERATING	13797	11/17/2025	\$3,252.85
25-02772	U0085	USABBLUEBOOK	water and sewer equipment	3	Robotron 4,300 lb Lifting	\$2,279.90	Manual Check	WATER OPERATING	13797	11/17/2025	\$3,252.85
25-02772	U0085	USABBLUEBOOK	water and sewer equipment	4	Pocket Pro+ pH Temp Tester	\$632.00	Manual Check	WATER OPERATING	13797	11/17/2025	\$3,252.85
25-02772	U0085	USABBLUEBOOK	water and sewer equipment	5	Shipping	\$185.50	Manual Check	WATER OPERATING	13797	11/17/2025	\$3,252.85
25-02776	P0263	PRIME LUBE,INC.	oil for fleet	1	oil for fleet	\$620.00	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02776	P0263	PRIME LUBE,INC.	oil for fleet	2	Environmental Service Charge	\$12.95	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02777	P0263	PRIME LUBE,INC.	transmission oil	1	transmission oil	\$885.00	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02778	M0441	MACKAY METERS, INC.	Street Meter Supplies	1	mkBeacon Large LCD Window	\$1,770.00	Meeting Check	PARKNG OPER VAL	3426	12/11/2025	\$4,908.98
25-02778	M0441	MACKAY METERS, INC.	Street Meter Supplies	4	Freight	\$83.98	Meeting Check	PARKNG OPER VAL	3426	12/11/2025	\$4,908.98
25-02781	S0325	SITEONE LANDSCAPE SUPPLY	spray cans field marking paint	1	spray cans field marking paint	\$2,876.40	Meeting Check	CURRENT -VALLEY	23780	12/11/2025	\$2,876.40

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-02816	P0037	POWERHOUSE SIGN WORKS	Tilton Ave street sign	1	Tilton Ave street sign	\$45.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-02825	W0075	W.B.MASON CO INC	OFFICE SUPPLY ORDER	1	LETTER OPENERS	\$1.55	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-02830	T0005	W.E.TIMMERMAN CO INC	gutter brooms #26	1	gutter brooms #26	\$1,432.50	Meeting Check	CURRENT -VALLEY	23787	12/11/2025	\$1,432.50
25-02832	A0377	ALLEGIANCE TRUCKS-NORTHERN NJ	27 fuel tank & components	1	27 fuel tank & components	\$86.96	Meeting Check	CURRENT -VALLEY	23674	12/11/2025	\$2,171.35
25-02832	A0377	ALLEGIANCE TRUCKS-NORTHERN NJ	27 fuel tank & components	2	403T/576.55053160DFX Fuel Tank	\$969.71	Meeting Check	CURRENT -VALLEY	23674	12/11/2025	\$2,171.35
25-02832	A0377	ALLEGIANCE TRUCKS-NORTHERN NJ	27 fuel tank & components	3	403N/6132732C91 Gauge, Fuel	\$289.77	Meeting Check	CURRENT -VALLEY	23674	12/11/2025	\$2,171.35
25-02832	A0377	ALLEGIANCE TRUCKS-NORTHERN NJ	27 fuel tank & components	4	403N/3533106C3 Strap, Mounting	\$617.94	Meeting Check	CURRENT -VALLEY	23674	12/11/2025	\$2,171.35
25-02833	J0118	JESCO	AT486327 Mirror Lense RS #33	1	AT486327 Mirror Lense RS #33	\$126.63	Manual Check	CURRENT -VALLEY	23579	11/17/2025	\$126.63
25-02836	F0195	JOSEPH FAZZIO-WALL LLC	Milwaukee Chop Saw	1	Chop Saw	\$479.96	Manual Check	CURRENT -VALLEY	23576	11/17/2025	\$479.96
25-02837	C0032	CHESAPEAKE EXTERMINATING	Rodent Control Hilltop Terrace	5	HILLTOP TERR 11/18	\$160.00	Meeting Check	CURRENT -VALLEY	23682	12/11/2025	\$625.00
25-02838	J0020	JERSEY ELEVATOR, LLC.	elev code violations repairs	1	elev code violations repairs	\$2,453.00	Meeting Check	CURRENT -VALLEY	23720	12/11/2025	\$2,453.00
25-02839	R0028	RED BANK VETERINARY HOSPITAL	Eko Vet	1	Eko Vet invoice 2975549	\$166.95	Meeting Check	TRUST ACCOUNT	6339	12/11/2025	\$166.95
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	1	Office supplies	\$0.00	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	2	Large Magnetic White Board	\$289.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	3	Marker Holder, Blue	\$7.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	4	2 Pack Magnetic Holder Black	\$9.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	5	Magnetic Labels blue	\$16.49	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	6	Magnetic Name Tag Labels	\$7.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	7	Labels,Waterproof/Reusable	\$26.44	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	8	EXPO Fine-Tip Assorted	\$27.18	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	9	3 Slant D-Ring Binder 3in Blue	\$54.49	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	10	Dry Erase Erasers	\$7.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02847	A0253A	AMAZON CAPITAL SERVICES	Office supplies	11	Board Cleaning Spray/cleaner	\$19.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02848	H0205	HALF MOON IMPRINTS	Uniforms for Parking Utility	1	Mercer & Mettle Beanies w/Emb	\$160.00	Meeting Check	PARKNG OPER VAL	3417	12/11/2025	\$772.00
25-02848	H0205	HALF MOON IMPRINTS	Uniforms for Parking Utility	2	Heavyweight Hoodies	\$180.00	Meeting Check	PARKNG OPER VAL	3417	12/11/2025	\$772.00
25-02848	H0205	HALF MOON IMPRINTS	Uniforms for Parking Utility	3	Heavyweight Hoodies 2XL	\$92.00	Meeting Check	PARKNG OPER VAL	3417	12/11/2025	\$772.00
25-02848	H0205	HALF MOON IMPRINTS	Uniforms for Parking Utility	4	Port Authority Softshell Vest	\$180.00	Meeting Check	PARKNG OPER VAL	3417	12/11/2025	\$772.00
25-02848	H0205	HALF MOON IMPRINTS	Uniforms for Parking Utility	5	Port Authority 1/4 Zip Pullove	\$160.00	Meeting Check	PARKNG OPER VAL	3417	12/11/2025	\$772.00
25-02849	H0205	HALF MOON IMPRINTS	CLERK - EDDIE BAUER FLEECES	1	CLERK - EDDIE BAUER FLEECES	\$144.00	Meeting Check	CURRENT -VALLEY	23712	12/11/2025	\$144.00
25-02859	W0004	WARSHAUER ELECTRIC	open for supplies w/s	2	open for supplies w/s 11/10	\$53.21	Meeting Check	WATER OPERATING	13816	12/11/2025	\$53.21
25-02865	A0253A	AMAZON CAPITAL SERVICES	sliders for filecabinets-court	1	sliders for filecabinets-court	\$15.87	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	1	2019 BOND PRINCIPAL	\$190,000.00	Manual Check	WIRE	888370	12/01/2025	\$213,050.00
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	2	2019 BOND INTEREST	\$23,050.00	Manual Check	WIRE	888370	12/01/2025	\$213,050.00
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	3	2019 BOND PRINCIPAL	\$270,000.00	Manual Check	WIRE	888371	12/01/2025	\$302,800.00
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	4	2019 BOND INTEREST	\$32,800.00	Manual Check	WIRE	888371	12/01/2025	\$302,800.00
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	5	2019 BOND PRINCIPAL	\$50,000.00	Manual Check	WIRE	888372	12/01/2025	\$56,096.88
25-02867	D0141	DEPOSITORY TRUST CO.	2019 BOND DEBT SERVICE	6	2019 BOND INTEREST	\$6,096.88	Manual Check	WIRE	888372	12/01/2025	\$56,096.88
25-02877	P0266	PULSSE SERVICES	SOCIAL WORK SVC-OCT 25-SEP 26	2	SOCIAL WORK SVC-10/1-11/14	\$8,412.80	Meeting Check	GRANT FUND-VNB	2603	12/11/2025	\$8,412.80
25-02878	G0018	GRAINGER INC	replace wheels for garage heat	1	replace wheels for garage heat	\$59.54	Manual Check	CURRENT -VALLEY	23577	11/17/2025	\$59.54
25-02881	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	1	office supplies DPU	\$18.56	Manual Check	CURRENT -VALLEY	23574	11/17/2025	\$101.89
25-02881	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	2	Legal Notepads 8.5x11	\$48.74	Manual Check	CURRENT -VALLEY	23574	11/17/2025	\$101.89
25-02881	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	3	Post-it Notes Yellow 3x3	\$14.79	Manual Check	CURRENT -VALLEY	23574	11/17/2025	\$101.89
25-02881	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	4	Post-it Note Dispenser	\$19.80	Manual Check	CURRENT -VALLEY	23574	11/17/2025	\$101.89
25-02885	D0390	DMA PROFESSIONAL MAINTENANCE	HOOD, EQUIP & POWERWASH SVC	1	HOOD, EQUIP & POWERWASH SVC	\$900.00	Meeting Check	CURRENT -VALLEY	23697	12/11/2025	\$900.00
25-02887	K0036	KEMPTON FLAG & FLAGPOLE SUPPLY	POW Flags	1	POW Flags	\$207.60	Meeting Check	CURRENT -VALLEY	23727	12/11/2025	\$532.10
25-02887	K0036	KEMPTON FLAG & FLAGPOLE SUPPLY	POW Flags	2	4x6 Ft POW MIA Flag Single	\$324.50	Meeting Check	CURRENT -VALLEY	23727	12/11/2025	\$532.10
25-02889	S0365	SUPREME CONDITIONING SYSTEM IN	no cooling 2nd floor Boro Hall	1	no cooling 2nd floor Boro Hall	\$790.00	Meeting Check	CURRENT -VALLEY	23781	12/11/2025	\$790.00
25-02894	S0009	SHREWSBURY AUTO PARTS INC	open for supplies	2	open for supplies 11/19	\$1.60	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-02894	S0009	SHREWSBURY AUTO PARTS INC	open for supplies	3	open for supplies 12/1	\$210.10	Meeting Check	CURRENT -VALLEY	23772	12/11/2025	\$916.52
25-02898	M0325	MSC INDUSTRIAL SUPPLY CO	garbage bags	1	garbage bags	\$660.10	Meeting Check	CURRENT -VALLEY	23740	12/11/2025	\$660.10
25-02899	P0037	POWERHOUSE SIGN WORKS	30" maroon & white street sign	1	30" maroon & white street sign	\$135.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	1	FOW 255326	\$19.45	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	2	FOW 255372	\$503.22	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	3	FOW 255508	\$0.00	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
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25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	4	FOW 255494	\$115.06	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	5	FOW 255610	\$21.30	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	6	FOCS409356	\$1,982.75	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02901	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	7	FOCS411070 Under warranty	\$0.00	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-02902	B0260	BURKE FIRE LLC.	Replace tamper switch on OS&Y	1	Replace tamper switch on OS&Y	\$525.00	Manual Check	CURRENT -VALLEY	23575	11/17/2025	\$525.00
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	4	leasing uniforms NOVEMBER 4	\$218.27	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	5	leasing uniforms NOVEMBER 4	\$82.66	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	6	leasing uniforms NOVEMBER 4	\$100.64	Meeting Check	WATER OPERATING	13802	12/11/2025	\$503.20
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	7	leasing uniforms NOVEMBER 11	\$218.27	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	8	leasing uniforms NOVEMBER 11	\$82.66	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	9	leasing uniforms NOVEMBER 11	\$100.64	Meeting Check	WATER OPERATING	13802	12/11/2025	\$503.20
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	10	leasing uniforms NOVEMBER 18	\$218.27	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	11	leasing uniforms NOVEMBER 18	\$82.66	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	12	leasing uniforms NOVEMBER 18	\$100.64	Meeting Check	WATER OPERATING	13802	12/11/2025	\$503.20
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	13	leasing uniforms NOVEMBER 25	\$218.27	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	14	leasing uniforms NOVEMBER 25	\$82.66	Meeting Check	CURRENT -VALLEY	23668	12/11/2025	\$1,504.65
25-02903	A0028	AMERICAN WEAR INDUST.UNIFORM	leasing uniforms Nov 4 weeks	15	leasing uniforms NOVEMBER 25	\$100.64	Meeting Check	WATER OPERATING	13802	12/11/2025	\$503.20
25-02904	R0235	BLUE TRITON BRANDS, INC.	water cooler services	2	WATER COOLER OCTOBER	\$19.99	Manual Check	WATER OPERATING	13795	11/14/2025	\$19.99
25-02905	F0252	FUTURE PRO INC.	ALUMINUM SOCCER GOAL PKG	1	ALUMINUM SOCCER GOAL PKG	\$3,000.00	Meeting Check	CURRENT -VALLEY	23703	12/11/2025	\$3,000.00
25-02905	F0252	FUTURE PRO INC.	ALUMINUM SOCCER GOAL PKG	2	ALUMINUM SOCCER GOAL PKG	\$1,995.00	Meeting Check	RECREATION-VNB	1665	12/11/2025	\$2,640.00
25-02905	F0252	FUTURE PRO INC.	ALUMINUM SOCCER GOAL PKG	3	SHIPPING & HANDLING	\$645.00	Meeting Check	RECREATION-VNB	1665	12/11/2025	\$2,640.00
25-02906	A0417	AUTOAGENT DATA SOLUTIONS, LLC	CREDIT CARD READERS	1	CREDIT CARD READER-FINANCE/TAX	\$225.00	Meeting Check	CURRENT -VALLEY	23678	12/11/2025	\$900.00
25-02906	A0417	AUTOAGENT DATA SOLUTIONS, LLC	CREDIT CARD READERS	2	CREDIT CARD READER-PLAN/ZONING	\$225.00	Meeting Check	CURRENT -VALLEY	23678	12/11/2025	\$900.00
25-02906	A0417	AUTOAGENT DATA SOLUTIONS, LLC	CREDIT CARD READERS	3	CREDIT CARD READER-CONSTRUCT	\$225.00	Meeting Check	CURRENT -VALLEY	23678	12/11/2025	\$900.00
25-02906	A0417	AUTOAGENT DATA SOLUTIONS, LLC	CREDIT CARD READERS	4	CREDIT CARD READER-CLERK	\$225.00	Meeting Check	CURRENT -VALLEY	23678	12/11/2025	\$900.00
25-02912	91274	CHANNING IRWIN	ESCROW CLOSE OUT-ZR12735	1	ESCROW CLOSE OUT-ZR12735	\$1,340.56	Manual Check	DEVESCROW2RIVER	2012	11/18/2025	\$1,340.56
25-02913	S0452	SEASONAL WORLD, INC.	ESCROW CLOSE OUT PR15235	1	ESCROW CLOSE OUT PR15235	\$56.50	Manual Check	DEVESCROW2RIVER	2019	11/19/2025	\$56.50
25-02914	R0278	RMH SELECT PROPERTIES, LLC.	ESCROW CLOSE OUT PR15621	1	ESCROW CLOSE OUT PR15621	\$773.50	Manual Check	DEVESCROW2RIVER	2015	11/18/2025	\$773.50
25-02915	L0227	CLAIRE LONEGAN	ESCROW CLOSE OUT PR15240	1	ESCROW CLOSE OUT PR15240	\$842.00	Manual Check	DEVESCROW2RIVER	2018	11/19/2025	\$842.00
25-02917	B0319	21 BROAD RB, LLC.	ESCROW CLOSE OUT ZR15546	1	ESCROW CLOSE OUT ZR15546	\$590.60	Manual Check	DEVESCROW2RIVER	2013	11/18/2025	\$590.60
25-02919	B0320	17-19 BROAD ST. REALTY, LLC.	ESCROW CLOSE OUT PR15537	1	ESCROW CLOSE OUT PR15537	\$1,071.25	Manual Check	DEVESCROW2RIVER	2017	11/19/2025	\$1,071.25
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	1	CROSBY LUNCH COOLER	\$299.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	2	CROSBY LUNCH COOLER-PRINT CHG	\$55.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	3	CLICK PEN	\$270.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	4	CLICK PEN-PRINT CHG	\$15.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	5	HEART PILL BOX	\$400.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	6	HEART PILL BOX-PRINT CHG	\$60.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	7	ROUND AQUA PEARLS	\$487.50	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	8	ROUND AQUA PEARLS-PRINT CHG	\$35.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	9	MONTHLY POCKET PLANNER	\$255.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	10	MONTHLY POCKET PLANN PRINT CHG	\$50.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	11	POLAR MOOD PENCIL	\$390.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	12	VISOR ICE SCRAPER	\$342.50	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	13	VISOR ICE SCRAPER PRINT CHG	\$60.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	14	SMALL TISSUE PACKET	\$395.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	15	SMALL TISSUE PACKET PRINT FEE	\$65.00	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	16	TOTAL FREIGHT	\$221.21	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02923	I0091	4IMPRINT INC	ITEMS FOR SENIOR CENTER	17	PROMOTION	-\$353.90	Meeting Check	GRANT FUND-VNB	2600	12/11/2025	\$3,046.31
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$11,932.07	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	2	11/14/2025	\$7,476.37	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	3	11/14/2025	\$693.21	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	4	11/14/2025	\$861.64	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	5	11/14/2025	\$9,780.30	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	6	11/14/2025	\$3,108.11	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78

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									Number	Check Date	Amount
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	7	11/14/2025	\$4,340.96	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	8	11/14/2025	\$2,946.29	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	9	11/14/2025	\$2,946.26	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	10	11/14/2025	\$10,012.17	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	11	11/14/2025	\$121.18	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	12	11/14/2025	\$15,222.80	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	13	11/14/2025	\$2,528.81	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	14	11/14/2025	\$216,069.55	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	15	11/14/2025	\$6,581.30	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	16	11/14/2025	\$15,678.19	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	17	11/14/2025	\$318.48	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	18	11/14/2025	\$9,908.26	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	19	11/14/2025	\$1,701.00	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	20	11/14/2025	\$4,481.97	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	21	11/14/2025	\$109.90	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	22	11/14/2025	\$283.29	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	23	11/14/2025	\$283.29	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	24	11/14/2025	\$41,354.08	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	25	11/14/2025	\$1,220.22	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	26	11/14/2025	\$23,957.85	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	27	11/14/2025	\$3,092.20	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	28	11/14/2025	\$15,044.13	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	29	11/14/2025	\$465.09	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	30	11/14/2025	\$28,199.29	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	31	11/14/2025	\$12,467.25	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	32	11/14/2025	\$73.97	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	33	11/14/2025	\$23,384.38	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02929	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	34	11/14/2025	\$651.92	Manual Check	CURRENT -VALLEY	23567	11/14/2025	\$477,295.78
25-02930	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$35,536.56	Manual Check	WATER OPERATING	13794	11/14/2025	\$41,692.33
25-02930	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	2	11/14/2025	\$3,819.85	Manual Check	WATER OPERATING	13794	11/14/2025	\$41,692.33
25-02930	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	3	11/14/2025	\$2,335.92	Manual Check	WATER OPERATING	13794	11/14/2025	\$41,692.33
25-02931	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$21,029.25	Manual Check	PARKNG OPER VAL	3408	11/14/2025	\$23,258.70
25-02931	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	2	11/14/2025	\$695.25	Manual Check	PARKNG OPER VAL	3408	11/14/2025	\$23,258.70
25-02931	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	3	11/14/2025	\$1,534.20	Manual Check	PARKNG OPER VAL	3408	11/14/2025	\$23,258.70
25-02932	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$15,027.11	Manual Check	GRANT FUND-VNB	2586	11/14/2025	\$16,263.04
25-02932	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	2	11/14/2025	\$1,235.93	Manual Check	GRANT FUND-VNB	2586	11/14/2025	\$16,263.04
25-02933	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$37,665.00	Manual Check	TRUST ACCOUNT	6328	11/14/2025	\$37,665.00
25-02934	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/14/2025	1	11/14/2025	\$414.19	Manual Check	RCA	2053	11/14/2025	\$414.19
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	1	GLUE STICKS	\$9.89	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	2	NUTCRACKER DECORATIONS	\$9.98	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	3	TIOFUNO XMAS SCRATCH OFF CARDS	\$13.90	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	4	KATCHON THANKSGIVING DECOR	\$15.49	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	5	HORALDAILY 9PCS XMAS TABLE DEC	\$15.18	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	6	44PCS NEW YEARS SUPPLIES	\$21.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	7	NEW YEARS DECOR	\$18.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	8	PRESTEE 100 PACK PLATIC FLUTES	\$24.69	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	9	EOBOH XMAS NECKLACE	\$49.95	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	10	ACRYLIC PAINT BRUSHES	\$14.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	11	UNUAUST ACRYLIC PAINT SETS	\$38.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	12	22PCS PAINT PALETES	\$9.49	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	13	STAPLES POSTER BOARDS	\$23.64	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	14	SFAIH 24 COLORS PERMANENT MARK	\$15.18	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	15	BULK SCISSORS 25 PACK	\$24.95	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	16	500 YDS FABRIC RIBBONS-RAINBOW	\$9.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	17	TABLECLOTH ROUND-BLACK	\$17.32	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	18	TABLECLOTH ROUND-ORANGE	\$19.69	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	19	TABLECLOTH ROUND-YELLOW	\$19.69	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	20	TABLECLOTH ROUND-RED	\$33.94	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	21	TABLECLOTH ROUND-GREEN	\$33.94	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	22	TABLECLOTH ROUND-BLUE CHECKED	\$22.46	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	23	TABLECLOTH ROUND-CERISE	\$19.69	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	24	TABLECLOTH ROUND-DK BLUE	\$17.32	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	25	RUBBER MATS	\$275.94	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	26	COFFEE DECANTERS-SET OF 3	\$116.40	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02935	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	27	GOOGLE TV SMART PROJECTOR	\$263.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-02936	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR PD	1	CLAMPS-CROSSWALK FLAGS	\$52.14	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02936	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR PD	2	RESTRAINT CLIPPERS	\$47.12	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02936	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR PD	3	RESTRAINTS	\$59.98	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02938	S0437	SHOP RITE OF SHREWSBURY	CATERING FOR EE WELLNESS EVENT	1	CATERING FOR EE WELLNESS EVENT	\$1,144.75	Manual Check	VALLEY-PCARD	58	11/25/2025	\$1,144.75
25-02939	G0184	GLATFELTER INSURANCE GROUP	GROUP LIFE INS-INSTALL #3	1	GROUP LIFE INS-INSTALL #3	\$8,399.00	Manual Check	CURRENT -VALLEY	23568	11/14/2025	\$8,399.00
25-02940	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE-NOVEMBER 2025	1	HEALTH INSURANCE-NOVEMBER 2025	\$274,869.67	Manual Check	CURRENT -VALLEY	23572	11/14/2025	\$280,079.67
25-02940	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE-NOVEMBER 2025	2	HEALTH INSURANCE-NOVEMBER 2025	\$87,871.35	Manual Check	WATER OPERATING	13796	11/14/2025	\$87,871.35
25-02940	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE-NOVEMBER 2025	3	HEALTH INSURANCE-NOVEMBER 2025	\$25,383.33	Manual Check	PARKNG OPER VAL	3409	11/14/2025	\$25,383.33
25-02940	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE-NOVEMBER 2025	4	HEALTH INSURANCE-NOVEMBER 2025	\$5,210.00	Manual Check	CURRENT -VALLEY	23572	11/14/2025	\$280,079.67
25-02940	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE-NOVEMBER 2025	5	HEALTH INSURANCE-NOVEMBER 2025	\$13,954.00	Manual Check	GRANT FUND-VNB	2587	11/14/2025	\$13,954.00
25-02941	S0029	SHREWSBURY OFFICE SUPPLY	NAME PLATE-BEN YURO	1	NAME PLATE-BEN YURO	\$19.95	Meeting Check	CURRENT -VALLEY	23776	12/11/2025	\$36.40
25-02947	A0382	ALL AMERICAN FORD OF PARAMUS	2024-350transit LR Cutaway AWD	1	2024-350transit LR Cutaway AWD	\$75,097.00	Meeting Check	MCIA LEASE	981	12/11/2025	\$75,097.00
25-02948	E0255	EAST COAST RESCUE SOLUTIONS	MULTI FORCE DOOR-FOR TRAINING	1	MULTI FORCE DOOR-FOR TRAINING	\$8,890.00	Meeting Check	CURRENT -VALLEY	23700	12/11/2025	\$8,890.00
25-02950	A0377	ALLEGIANCE TRUCKS-NORTHERN NJ	PP1 Valve #36	1	PP1 Valve #36	\$206.97	Meeting Check	CURRENT -VALLEY	23674	12/11/2025	\$2,171.35
25-02951	I0114	IMPERIAL SUPPLIES LLC.	back up alarms for fleet	1	back up alarms for fleet	\$192.64	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02952	M0040	MONMOUTH BUILDING CENTER INC.	ceiling tiles	1	ceiling tiles	\$326.97	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	1	office supplies DPU	\$14.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	2	Logitech Wireless Keyboard &	\$59.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	3	Front Door Mat 10'x3'	\$440.60	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	4	Reynolds Wrap	\$22.74	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	5	Bostitch Staple Remover	\$9.94	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02954	A0253A	AMAZON CAPITAL SERVICES	office supplies DPU	6	Business Card Holder	\$34.08	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02955	D0172	DOUG'S DJ SERVICES LLC	SPECIAL NEEDS DANCE DJ	2	SPECIAL NEEDS DANCE DJ 2025	\$2,700.00	Meeting Check	CURRENT -VALLEY	23694	12/11/2025	\$3,051.02
25-02956	P0259	PLOSIA COHEN LLC.	LEGAL-LABOR ATTNY-OCT 2025	1	LEGAL-LABOR ATTNY-GEN	\$4,122.00	Meeting Check	CURRENT -VALLEY	23762	12/11/2025	\$12,506.50
25-02956	P0259	PLOSIA COHEN LLC.	LEGAL-LABOR ATTNY-OCT 2025	2	LEGAL-LABOR ATTNY-PD	\$8,384.50	Meeting Check	CURRENT -VALLEY	23762	12/11/2025	\$12,506.50
25-02958	P0022	POSTMASTER-RED BANK	Replentish Stamp Supply	1	STAMPS DECEMBER 2025	\$468.00	Meeting Check	GRANT FUND-VNB	2602	12/11/2025	\$468.00
25-02959	F0025	FOODTOWN RB	Supplies needed for Thanksgiving	2	Supplies for Thanksgiving 11/21	\$333.77	Meeting Check	GRANT FUND-VNB	2598	12/11/2025	\$637.14
25-02962	I0080	INTEGRATED TECHNICAL SYSTM INC	20 Paystation Warranty	1	Paystation Warranty	\$33,600.00	Meeting Check	PARKNG OPER VAL	3418	12/11/2025	\$34,875.00
25-02963	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-OCT 25	1	GEN ENGINEERING SVCS-OCT 25	\$585.00	Meeting Check	CURRENT -VALLEY	23686	12/11/2025	\$623.25
25-02963	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-OCT 25	2	ONCALL TREE REMOVAL-OCT 25	\$38.25	Meeting Check	CURRENT -VALLEY	23686	12/11/2025	\$623.25
25-02963	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-OCT 25	3	ESCROW PROJ BILLING-PR16341	\$195.00	Meeting Check	DEVESCROW2RIVER	2021	12/11/2025	\$1,690.25
25-02963	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-OCT 25	4	ESCROW PROJ BILLING-ZR10249A	\$48.75	Meeting Check	DEVESCROW2RIVER	2021	12/11/2025	\$1,690.25
25-02963	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-OCT 25	5	ESCROW PROJ BILLING-ZR13489	\$1,446.50	Meeting Check	DEVESCROW2RIVER	2021	12/11/2025	\$1,690.25
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	1	Invoice# 53845	-\$115.20	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	2	Invoice# 055-032908	\$36.06	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	3	Invoice# 059-133008	\$12.02	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	4	Invoice# 124-399668	\$12.02	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	5	Invoice# 307-494541	\$12.02	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	6	Invoice# 031-034498	\$191.66	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02964	P0223	PARTS AUTHORITY LLC	Police vehicles	7	Invoice# 301-309912	\$127.14	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-02966	P0169A	PHOENIX ADVISORS	DISCLOSURE AGT SVCS 2025	1	ANNUAL FEE PER AGREEMENT	\$1,600.00	Meeting Check	CURRENT -VALLEY	23756	12/11/2025	\$2,350.00
25-02966	P0169A	PHOENIX ADVISORS	DISCLOSURE AGT SVCS 2025	2	ISSUES IN EXCESS OF THREE	\$500.00	Meeting Check	CURRENT -VALLEY	23756	12/11/2025	\$2,350.00
25-02966	P0169A	PHOENIX ADVISORS	DISCLOSURE AGT SVCS 2025	3	DISCLOSURE NOTICE-3/19/25	\$250.00	Meeting Check	CURRENT -VALLEY	23756	12/11/2025	\$2,350.00

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-02967	C0034	CIRCLE CHEVROLET	Police vehicle maintenance	1	Invoice # 52337820	\$281.50	Meeting Check	CURRENT -VALLEY	23683	12/11/2025	\$1,256.27
25-02967	C0034	CIRCLE CHEVROLET	Police vehicle maintenance	2	Invoice # 52337823 credit	-\$16.00	Meeting Check	CURRENT -VALLEY	23683	12/11/2025	\$1,256.27
25-02968	P0037	POWERHOUSE SIGN WORKS	INSTL WESTSIDE CHRISTMAS DECO	1	INSTL WESTSIDE CHRISTMAS DECO	\$1,000.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-02968	P0037	POWERHOUSE SIGN WORKS	INSTL WESTSIDE CHRISTMAS DECO	2	NEW LIGHTS FOR TREE	\$300.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-02969	K0022	KEVIN E KENNEDY ESQ	Proj Escrow Billing	1	Proj Escrow Billing PR15454	\$91.00	Meeting Check	DEVESCROW2RIVER	2022	12/11/2025	\$167.00
25-02969	K0022	KEVIN E KENNEDY ESQ	Proj Escrow Billing	2	Proj Escrow Billing ZR15870	\$24.00	Meeting Check	DEVESCROW2RIVER	2022	12/11/2025	\$167.00
25-02969	K0022	KEVIN E KENNEDY ESQ	Proj Escrow Billing	3	Proj Escrow Billing ZR14509	\$52.00	Meeting Check	DEVESCROW2RIVER	2022	12/11/2025	\$167.00
25-02969	K0022	KEVIN E KENNEDY ESQ	Proj Escrow Billing	4	ZBA LEGAL SERVICES - SEPT	\$169.00	Meeting Check	CURRENT -VALLEY	23726	12/11/2025	\$1,430.00
25-02969	K0022	KEVIN E KENNEDY ESQ	Proj Escrow Billing	5	LITIGATION - OUTFRONT MEDIA	\$1,261.00	Meeting Check	CURRENT -VALLEY	23726	12/11/2025	\$1,430.00
25-02970	T0257	THE SANDWICH SPOT,LLC.	Provide food service for Centr	1		\$471.60	Meeting Check	GRANT FUND-VNB	2606	12/11/2025	\$471.60
25-02971	M0048	MON CTY BOARD OF TAXATION	STND MOD-IV PROC-ASSESSOR	1	STND MOD-IV PROC-ASSESSOR	\$1,607.58	Meeting Check	CURRENT -VALLEY	23735	12/11/2025	\$1,607.58
25-02972	L0228	LEXINGTON INSURANCE CO.	COINS-THE GARDEN VS RB	1	COINS-THE GARDEN VS RB	\$544.00	Meeting Check	CURRENT -VALLEY	23732	12/11/2025	\$544.00
25-02973	L0168	LINSTAR	Police ID cards	1	Police ID cards Invoice 127111	\$12.80	Meeting Check	CURRENT -VALLEY	23728	12/11/2025	\$12.80
25-02974	D0172	DOUG'S DJ SERVICES LLC	FATHERF/DAUGHTER DANCE	1	FATHERF/DAUGHTER DANCE	\$351.02	Meeting Check	CURRENT -VALLEY	23694	12/11/2025	\$3,051.02
25-02975	M0401	MAZZA MULCH INC	open for brush disposal	2	open for brush disposal 10/31	\$4,350.00	Meeting Check	CURRENT -VALLEY	23741	12/11/2025	\$7,350.00
25-02975	M0401	MAZZA MULCH INC	open for brush disposal	3	open for brush disposal 11/7	\$3,000.00	Meeting Check	CURRENT -VALLEY	23741	12/11/2025	\$7,350.00
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	1	shop supplies for air lines	\$83.00	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	2	90500-7 Rubber A/B	\$94.50	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	3	90505 A/B Rubber	\$59.00	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	4	90509 A/B Field	\$26.24	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	5	90905 A/B Field	\$39.12	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02976	I0114	IMPERIAL SUPPLIES LLC.	shop supplies for air lines	6	90906 A/B Field	\$70.56	Meeting Check	CURRENT -VALLEY	23719	12/11/2025	\$565.06
25-02977	A0253A	AMAZON CAPITAL SERVICES	step platform for shop	1	step platform for shop	\$94.52	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-02978	R0277	RAM TAX LIEN FUND II LP	Redemption for cert#25-00028	1	Redemption for cert#25-00028	\$6,527.34	Manual Check	TTL REDEMPTION	3952	11/14/2025	\$10,867.72
25-02978	R0277	RAM TAX LIEN FUND II LP	Redemption for cert#25-00028	2	Premium for cert#25-00028	\$1,100.00	Manual Check	TRUST ACCOUNT	6329	11/14/2025	\$3,300.00
25-02979	A0418	RANICA ARROWSMITH	SINGING VETERANS DAY CEREMONY	1	SINGING VETERANS DAY CEREMONY	\$100.00	Meeting Check	CURRENT -VALLEY	23679	12/11/2025	\$100.00
25-02980	P0263	PRIME LUBE,INC.	washerfluid & grease for fleet	1	washerfluid & grease for fleet	\$185.00	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02980	P0263	PRIME LUBE,INC.	washerfluid & grease for fleet	2	Chevron Starplex EP 2	\$453.00	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02980	P0263	PRIME LUBE,INC.	washerfluid & grease for fleet	3	Environmental Service Charge	\$12.95	Meeting Check	CURRENT -VALLEY	23763	12/11/2025	\$2,168.90
25-02981	M0040	MONMOUTH BUILDING CENTER INC.	Paint 4th fl hallway	1	Paint 4th fl hallway	\$136.77	Meeting Check	CURRENT -VALLEY	23734	12/11/2025	\$1,081.44
25-02984	E0012	ELECTRO MAINTENANCE INC	Emergency Services	1	Tower Hill Station	\$3,720.00	Meeting Check	WATER OPERATING	13804	12/11/2025	\$18,236.00
25-02984	E0012	ELECTRO MAINTENANCE INC	Emergency Services	2	Towerhill VFD to booster #2	\$8,606.00	Meeting Check	WATER OPERATING	13804	12/11/2025	\$18,236.00
25-02984	E0012	ELECTRO MAINTENANCE INC	Emergency Services	3	Towerhill filter actuator cont	\$5,910.00	Meeting Check	WATER OPERATING	13804	12/11/2025	\$18,236.00
25-02987	M0485	MONMOUTH CONSERVATION FOUND	SUNSET PK LSRP WORK 9/28-10/25	1	SUNSET PK LSRP WORK 9/28-10/25	\$13,704.00	Meeting Check	CAPITAL ACCOUNT	2718	12/11/2025	\$13,704.00
25-02988	W0004	WARSHAUER ELECTRIC	Bulbs - street lambs Monmouth	1	Bulbs - street lambs Monmouth	\$1,092.93	Meeting Check	CURRENT -VALLEY	23792	12/11/2025	\$1,542.95
25-02988	W0004	WARSHAUER ELECTRIC	Bulbs - street lambs Monmouth	2	Bulbs - street lambs Monmouth	\$450.02	Meeting Check	CURRENT -VALLEY	23792	12/11/2025	\$1,542.95
25-02989	S0454	STANDARD, LLC.	PERF BOND CLOSE OUT-ZB12376	1	PERF BOND CLOSE OUT-ZB12376	\$1,533.90	Manual Check	DEVESCROW2RIVER	2011	11/17/2025	\$1,533.90
25-02990	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00012	1	Redemption cert#25-00012	\$2,873.73	Manual Check	TTL REDEMPTION	3952	11/14/2025	\$10,867.72
25-02990	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00012	2	Premium cert#25-00012	\$1,100.00	Manual Check	TRUST ACCOUNT	6329	11/14/2025	\$3,300.00
25-02991	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00019	1	Redemption cert#25-00019	\$1,466.65	Manual Check	TTL REDEMPTION	3952	11/14/2025	\$10,867.72
25-02991	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00019	2	Premium cert#25-00019	\$1,100.00	Manual Check	TRUST ACCOUNT	6329	11/14/2025	\$3,300.00
25-02992	N0002A	MARY ANNE NAGY	Medicare Reim December 2025	1	MED-PART B/(B & D)/IRMA-DEC	\$405.30	Meeting Check	CURRENT -VALLEY	23749	12/11/2025	\$405.30
25-02993	R0147	RED BANK MARINA LLC	MARINE 64 ANNUAL WINTERIZATION	1	MARINE 64 ANNUAL WINTERIZATION	\$1,571.00	Meeting Check	CURRENT -VALLEY	23768	12/11/2025	\$1,571.00
25-02994	P0173	DILWORTH PAXSON LLP	LEGAL-TAX ATTORNEY/OCT 25	1	LEGAL-TAX ATTORNEY/OCT 25	\$1,071.50	Meeting Check	CURRENT -VALLEY	23757	12/11/2025	\$1,071.50
25-02996	S0428	JOHN F SCHULTE JR.	Medicare Reim Nov Dec 2025	1	Medicare Reim Nov Dec 2025	\$370.00	Meeting Check	CURRENT -VALLEY	23785	12/11/2025	\$370.00
25-02997	U0032	UNITED PARCEL SERV STORE 3488	11/12/25 MMXWFR6EFQ8QF	1	11/12/25 MMXWFR6EFQ8QF	\$26.63	Meeting Check	CURRENT -VALLEY	23790	12/11/2025	\$40.90
25-02998	F0025	FOODTOWN RB	DRINKS/SENIOR CTR CANDLELIGHT	1	DRINKS/SENIOR CTR CANDLELIGHT	\$37.93	Meeting Check	CURRENT -VALLEY	23702	12/11/2025	\$492.95
25-02999	BFJPL005	BFJ PLANNING	Rehab Plan-26-28 Shrewsbury	1	Rehab Plan-26-28 Shrewsbury	\$3,150.00	Meeting Check	DEVESCROW2RIVER	2020	12/11/2025	\$3,150.00
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	1	PROJ ESCROW BILLING	\$513.75	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	2	PROJ ESCROW BILLING PR15454	\$2,595.75	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	3	PROJ ESCROW BILLING ZR15934	\$51.00	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	4	PROJ ESCROW BILLING PR15852	\$2,278.50	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	5	PROJ ESCROW BILLING PR16237	\$2,340.75	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	6	PROJ ESCROW BILLING ZR15870	\$204.00	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	7	PROJ ESCROW BILLING PR16348	\$561.00	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	8	PROJ ESCROW BILLING ZR12059A	\$11,330.08	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	9	PROJ ESCROW BILLING PR13263	\$865.00	Meeting Check	DEVESCROW2RIVER	2024	12/11/2025	\$20,739.83
25-03000	T0004	T&M ASSOCIATES	PROJ ESCROW BILLING	10	Engineering Services	\$109.50	Meeting Check	CURRENT -VALLEY	23786	12/11/2025	\$109.50
25-03001	G0220	JAMES GANT	REIMB HOTEL-ICCM CONF 10/26-29	1	REIMB HOTEL-ICCM CONF 10/26-29	\$984.66	Meeting Check	CURRENT -VALLEY	23708	12/11/2025	\$1,194.66
25-03002	W0117	WITMER PUBLIC SAFETY GROUP INC	SEEK THERMAL	1	SEEK THERMAL	\$2,342.00	Meeting Check	CURRENT -VALLEY	23797	12/11/2025	\$2,362.00
25-03002	W0117	WITMER PUBLIC SAFETY GROUP INC	SEEK THERMAL	2	FREIGHT	\$20.00	Meeting Check	CURRENT -VALLEY	23797	12/11/2025	\$2,362.00
25-03004	N0287	NATIONAL HWY PRODUCTS,INC.	CrossTraffic DoesNot Stop Sign	1	CrossTraffic DoesNot Stop Sign	\$36.96	Meeting Check	CURRENT -VALLEY	23751	12/11/2025	\$36.96
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	1	DICKIES DIAM QUILTED JACKET	\$118.10	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	2	MILWKEE M18 BRUSHLESS COMB KIT	\$1,859.96	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	3	MILWKEE 2727-20 CHAINSAW	\$299.00	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	4	MILWKEE DEEP CUT BAND SAW	\$364.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	5	MILWKEE CUT-OFF SAW ONE KEY	\$569.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	6	GAME APP. DENIM CHORE COAT	\$108.06	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	7	XPRITE EMERG DASH STROBE LGT	\$117.24	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	8	CRAFTSMAN ADJ WRENCH	\$84.54	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	9	LEATHERMAN MULTI USE TOOL	\$279.90	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	10	REV FIREFIGHTER WEDGE	\$100.00	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	11	PROMO LINE 2	-\$176.96	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03005	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD	12	CREDIT FOR PRIOR PURCHASE	-\$8.85	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03006	A0253A	AMAZON CAPITAL SERVICES	OFFICE ITEMS FOR PD	1	HEAVY DUTY PACKING TAPE	\$12.74	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03006	A0253A	AMAZON CAPITAL SERVICES	OFFICE ITEMS FOR PD	2	SCOTCHBLUE TAPE	\$18.02	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03006	A0253A	AMAZON CAPITAL SERVICES	OFFICE ITEMS FOR PD	3	SHARPIE ULTRA FINE MARKERS	\$14.84	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03006	A0253A	AMAZON CAPITAL SERVICES	OFFICE ITEMS FOR PD	4	ASTROBRIGHTS PINK PAPER	\$72.64	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03006	A0253A	AMAZON CAPITAL SERVICES	OFFICE ITEMS FOR PD	5	DRY ERASE MARKERS	\$13.39	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03010	B0211	BOSTON MUTUAL LIFE INSURANCE C	11/15/2025	1	11/15/2025	\$79.16	Manual Check	PAYROLL	2388	11/17/2025	\$79.16
25-03012	C0060	SHORE BUSINESS SOLUTIONS	TONER FOR RISOGRAPH MACHINE	1	TONER FOR RISOGRAPH MACHINE	\$129.30	Meeting Check	CURRENT -VALLEY	23685	12/11/2025	\$129.30
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	1	ANNUAL LUNC 11/18/25-TRIGGIANO	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	2	ANNUAL LUNC 11/18/25-FACEY BLA	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	3	ANNUAL LUNC 11/18/25-BONATAKIS	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	4	ANNUAL LUNC 11/18/25-EBANKS	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	5	ANNUAL LUNC 11/18/25-PORTMAN	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	6	ANNUAL LUNC 11/18/25-FOREST	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03013	S0371	SUSTAINABLE JERSEY	ANNUAL LUNCHEON 11/18/25	7	ANNUAL LUNC 11/18/25-GANT	\$40.00	Meeting Check	CURRENT -VALLEY	23782	12/11/2025	\$280.00
25-03014	M0202	MONMOUTH COUNTY SPCA	MONTHLY ANIMAL CONTROL-OCTOBER	1	MONTHLY ANIMAL CONTROL-OCTOBER	\$4,944.00	Meeting Check	CURRENT -VALLEY	23739	12/11/2025	\$4,944.00
25-03014	M0202	MONMOUTH COUNTY SPCA	MONTHLY ANIMAL CONTROL-OCTOBER	2	KITTENS	\$37.50	Meeting Check	DOG LICENSE AC	2202	12/11/2025	\$37.50
25-03015	W0075	W.B.MASON CO INC	OFFICE ITEMS-SENIOR CENTER	1	VICTOR DESKTOP CALCULATORS	\$109.16	Meeting Check	GRANT FUND-VNB	2607	12/11/2025	\$602.93
25-03015	W0075	W.B.MASON CO INC	OFFICE ITEMS-SENIOR CENTER	2	MOBILE PROJECTOR	\$121.39	Meeting Check	GRANT FUND-VNB	2607	12/11/2025	\$602.93
25-03015	W0075	W.B.MASON CO INC	OFFICE ITEMS-SENIOR CENTER	3	10 FT. OUTLET SAVER EXT CORD	\$22.38	Meeting Check	GRANT FUND-VNB	2607	12/11/2025	\$602.93
25-03015	W0075	W.B.MASON CO INC	OFFICE ITEMS-SENIOR CENTER	4	DOCUMENT HOLDER STAND	\$144.04	Meeting Check	GRANT FUND-VNB	2607	12/11/2025	\$602.93
25-03015	W0075	W.B.MASON CO INC	OFFICE ITEMS-SENIOR CENTER	5	FIRST AID KIT	\$205.96	Meeting Check	GRANT FUND-VNB	2607	12/11/2025	\$602.93
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	1	2 LB. PINK DUMBBELLS	\$31.05	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	2	KEURIG K-SLIM COFFEE MAKER	\$109.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	3	9-FOOT UMBRELLAS-RED	\$269.95	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	4	BLACK HISTORY BANNER	\$11.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	5	BLACK HISTORY POSTERS	\$9.99	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	6	LANKER 24 PK FLAMELESS CANDLES	\$13.98	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	7	VALENTINES DAY DECORATIONS	\$29.97	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03016	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR SENIOR CENTER	8	YAHEETCH FLOOR CABINET	\$555.92	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03017	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR RECREATION DEPT	1	AIRMOTO TIRE INFLATOR	\$109.11	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03017	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR RECREATION DEPT	2	8.5 X 11 FRAMES- 6 PACK	\$25.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03017	A0253A	AMAZON CAPITAL SERVICES	ITEMS FOR RECREATION DEPT	3	STERLITE 4-PACK TOTE	\$106.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	1	ACRYLIC SIGN HOLDERS	\$30.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	2	ZOPEAL XMAS BASKET W/GIFT BAG	\$65.97	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	3	6PCS XMAS TOWELS	\$15.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	4	6PCS XMAS TUMBLERS	\$52.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	5	3PCS XMAS GIFT CHEESE BOARD	\$28.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	6	SACUBEE 80 PK LIP BALMS	\$39.99	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	7	24 COLORING BOOKS	\$37.78	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	8	PARTY FAVORS COLORING BOOKS	\$40.64	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	9	100 PK LINED NOTEBOOKS	\$56.95	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	10	BAMBOO BULK PENS	\$23.75	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	11	3-PK MULTI COLOR POUCH BAGS	\$71.98	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03018	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY SUPPLIES-P/R	12	PROMO	-\$6.27	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03019	H0255	KAITLYN HUNT	REIMB CMR CERTIFICATION	1	REIMB CMR CERTIFICATION	\$31.19	Meeting Check	CURRENT -VALLEY	23715	12/11/2025	\$31.19
25-03020	W0075	W.B.MASON CO INC	office supplies	1	at a glance desk calendar	\$14.54	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	2	at a glance wall calendar	\$18.49	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	3	rubber bands	\$9.78	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	4	pink paper	\$19.78	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	5	copy paper 81/2x11	\$147.96	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	6	blue pen	\$32.66	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	7	swifter refill cloths	\$18.98	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03020	W0075	W.B.MASON CO INC	office supplies	8	hand sanitizer	\$17.16	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	1	Pre Employment Phys Carranza	\$100.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	2	Pre Employment Phys Carranza	\$30.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	3	Pre Employment Phys Lockett	\$175.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	4	Pre Employment Phys Campanella	\$100.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	5	Pre Employment Phys Campanella	\$30.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03021	I0094	IMMEDIATE CARE WALK-IN MANAGE	Pre Employment Physicals	6	Pre Employment Physicals India	\$175.00	Meeting Check	CURRENT -VALLEY	23716	12/11/2025	\$610.00
25-03022	D0103	DEAN'S FLOWER INC.	Veterans Day Wreaths	1	Veterans Day Wreaths	\$275.00	Meeting Check	CURRENT -VALLEY	23692	12/11/2025	\$275.00
25-03023	W0075	W.B.MASON CO INC		1	At-A-GLANCE 2026 Wall Calendar	\$35.59	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03023	W0075	W.B.MASON CO INC		2	Adams Receipt Book	\$94.98	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03023	W0075	W.B.MASON CO INC		3	Highland Invisible Tape	\$4.01	Meeting Check	CURRENT -VALLEY	23796	12/11/2025	\$535.11
25-03024	R0021	BENNY ROUNDTREE	Provide music at Senior Center	1	Provide music at Senior Center	\$300.00	Meeting Check	GRANT FUND-VNB	2608	12/11/2025	\$300.00
25-03025	P0037	POWERHOUSE SIGN WORKS	SIGNS FOR TURKEY GIVEAWAY	1	SIGNS FOR TURKEY GIVEAWAY	\$210.00	Meeting Check	TRUST ACCOUNT	6338	12/11/2025	\$210.00
25-03027	P0037	POWERHOUSE SIGN WORKS	SIGNS FOR ANIMAL WELFARE COMM	1	SIGNS FOR ANIMAL WELFARE COMM	\$300.00	Meeting Check	ANIMAL WELFARE	1008	12/11/2025	\$300.00
25-03028	T0026	TAYLORS TOWING	Towing	1	2/21/24 Inv# 175981 24-02462	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	2	3/14/24 Inv# 176069 24-03506	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	3	5/07/24 Inv# 179874 24-10248	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	4	5/09/24 Inv# 187094 24-06226	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	5	5/31/24 Inv# 181590 24-07235	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	6	6/03/24 Inv# 187365 24-07394	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	7	6/05/24 Inv# 181553 24-07210	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	8	7/16/24 Inv# 181775 24-09659	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	9	8/29/24 Inv# 181972 24-11916	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	10	12/28/24 Inv# 190125 24-18021	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	11	01/04/25 Inv# 190321 25-00182	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	12	05/30/25 Inv# 183102 25-08206	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	13	10/31/25 Inv# 188602 25-16487	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	14	11/09/25 Inv# 198010 25-16894	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03028	T0026	TAYLORS TOWING	Towing	15	11/10/25 Inv# 188700 25-16917	\$125.00	Meeting Check	TRUST ACCOUNT	6342	12/11/2025	\$1,875.00
25-03029	F0025	FOODTOWN RB	HOLIDAY FOOD GIVEAWAY	1	HOLIDAY FOOD GIVEAWAY	\$730.86	Meeting Check	TRUST ACCOUNT	6335	12/11/2025	\$730.86
25-03029	F0025	FOODTOWN RB	HOLIDAY FOOD GIVEAWAY	2	HOLIDAY FOOD GIVEAWAY	\$213.54	Meeting Check	CURRENT -VALLEY	23702	12/11/2025	\$492.95
25-03030	A0253A	AMAZON CAPITAL SERVICES	NEENAH INDEX CARDSTOCK-FOR PD	1	NEENAH INDEX CARDSTOCK-FOR PD	\$49.24	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03030	A0253A	AMAZON CAPITAL SERVICES	NEENAH INDEX CARDSTOCK-FOR PD	2	NEENAH INDEX CARDSTOCK-FOR PD	\$51.40	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	1	DURACELL C	\$46.62	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	2	MILWAUKEE DRIVER BIT SET	\$129.96	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	3	WHITE BOARD 72 X 48	\$159.95	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	4	WHITE BOARD 72 X 48 - PROMO	\$20.00	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	5	MILWAUKEE 48-59 1850 M18 BATT	\$440.70	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	6	WORKPRO 32 PCS SAW BLADE	\$42.48	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	7	4 PACK TRAFFIC CONES	\$234.95	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	8	FIRE ALARM KEY SET	\$539.97	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	9	DURACELL AA BATTERIES	\$59.97	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	10	DURACELL AAA BATTERIES	\$59.97	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	11	WUBEN MINI FLASHLIGHTS	\$119.90	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03031	A0253A	AMAZON CAPITAL SERVICES	ITEMS-FD 11.20	12	DISCOUNT	-\$10.02	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03032	A0017	GENE J ANTHONY ESQ	RENT BD LEGAL/NOV 25	1	RENT BD LEGAL/NOV 25	\$1,519.55	Meeting Check	CURRENT -VALLEY	23667	12/11/2025	\$1,519.55
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$11,869.53	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	2	11/28/2025	\$7,476.37	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	3	11/28/2025	\$861.64	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	4	11/28/2025	\$9,780.30	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	5	11/28/2025	\$2,972.53	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	6	11/28/2025	\$4,319.27	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	7	11/28/2025	\$2,924.41	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	8	11/28/2025	\$2,924.39	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	9	11/28/2025	\$10,159.34	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	10	11/28/2025	\$206.35	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	11	11/28/2025	\$18,059.00	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	12	11/28/2025	\$2,528.81	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	13	11/28/2025	\$220,700.22	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	14	11/28/2025	\$114,039.31	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	15	11/28/2025	\$117.60	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	16	11/28/2025	\$15,678.19	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	17	11/28/2025	\$2,400.00	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	18	11/28/2025	\$7,550.12	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	19	11/28/2025	\$1,512.00	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	20	11/28/2025	\$250.00	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	21	11/28/2025	\$4,516.45	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	22	11/28/2025	\$71.11	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	23	11/28/2025	\$283.29	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	24	11/28/2025	\$283.29	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	25	11/28/2025	\$41,338.08	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	26	11/28/2025	\$478.56	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	27	11/28/2025	\$24,343.99	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	28	11/28/2025	\$1,235.35	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	29	11/28/2025	\$14,870.51	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	30	11/28/2025	\$29.07	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	31	11/28/2025	\$24,278.35	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	32	11/28/2025	\$12,363.89	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	33	11/28/2025	\$62.63	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	34	11/28/2025	\$23,872.30	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03033	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	35	11/28/2025	\$896.93	Manual Check	CURRENT -VALLEY	23582	11/25/2025	\$585,253.18
25-03034	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$35,403.26	Manual Check	WATER OPERATING	13798	11/25/2025	\$39,574.87
25-03034	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	2	11/28/2025	\$2,096.23	Manual Check	WATER OPERATING	13798	11/25/2025	\$39,574.87
25-03034	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	3	11/28/2025	\$2,075.38	Manual Check	WATER OPERATING	13798	11/25/2025	\$39,574.87
25-03035	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$20,415.21	Manual Check	PARKNG OPER VAL	3410	11/25/2025	\$22,990.20
25-03035	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	2	11/28/2025	\$1,138.29	Manual Check	PARKNG OPER VAL	3410	11/25/2025	\$22,990.20
25-03035	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	3	11/28/2025	\$1,436.70	Manual Check	PARKNG OPER VAL	3410	11/25/2025	\$22,990.20
25-03036	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$12,658.65	Manual Check	GRANT FUND-VNB	2589	11/25/2025	\$13,830.16
25-03036	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	2	11/28/2025	\$1,171.51	Manual Check	GRANT FUND-VNB	2589	11/25/2025	\$13,830.16
25-03037	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$25,515.00	Manual Check	TRUST ACCOUNT	6330	11/25/2025	\$25,515.00

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PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03038	B0019	BOROUGH OF RED BANK,PAYROLL AC	11/28/2025	1	11/28/2025	\$372.19	Manual Check	RCA	2054	11/25/2025	\$372.19
25-03040	A0253A	AMAZON CAPITAL SERVICES	SUPPLIES FOR WELLNESS COMMITTEE	1	STERNO	\$0.79	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03040	A0253A	AMAZON CAPITAL SERVICES	SUPPLIES FOR WELLNESS COMMITTEE	2	DESSERT PLATES	\$12.91	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03040	A0253A	AMAZON CAPITAL SERVICES	SUPPLIES FOR WELLNESS COMMITTEE	3	LARGE PLATES	\$14.48	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03042	C0051	COMPLETE SECURITY SYSTEMS INC	90 Monmouth faulty tamper	1	90 Monmouth faulty tamper	\$223.75	Meeting Check	CURRENT -VALLEY	23684	12/11/2025	\$403.75
25-03044	E0012	ELECTRO MAINTENANCE INC	Broad st Lighting	1	Broad st Lighting	\$3,292.00	Meeting Check	CURRENT -VALLEY	23698	12/11/2025	\$18,454.50
25-03045	D0331	DELISA DEMOLITION INC	October Recycling	1	October Recycling	\$13,018.20	Meeting Check	CURRENT -VALLEY	23696	12/11/2025	\$142,630.46
25-03046	T0254	TECHNA-PRO ELECTRIC,LLC.	Traffic Signal Service Call	1	Traffic Signal Service Call	\$2,885.20	Meeting Check	CURRENT -VALLEY	23789	12/11/2025	\$2,885.20
25-03049	M0446	MAGIC TOUCH CONSTRUCTION CO.	CB Park repair men's sink	1	CB Park repair men's sink	\$1,394.87	Meeting Check	CURRENT -VALLEY	23745	12/11/2025	\$1,394.87
25-03052	W0037	GEORGE WALL LINCOLN MERCURY IN	DPU 1 blend door & stock	1	DPU 1 blend door & stock	\$51.48	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-03053	A0253A	AMAZON CAPITAL SERVICES	DPU 1 Mirror Set Left & Right	1	DPU 1 Mirror Set Left & Right	\$211.20	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03054	R0094	JACQUELINE REYNOLDS	Mileage used attending meeting	1	Mileage used attending meeting	\$23.24	Meeting Check	GRANT FUND-VNB	2605	12/11/2025	\$23.24
25-03056	A0413	AMERICAN DIGITAL MEDIA	SOUND ENGINEERING	1	VETERANS DAY ENGINEERING	\$450.00	Meeting Check	CURRENT -VALLEY	23677	12/11/2025	\$825.00
25-03056	A0413	AMERICAN DIGITAL MEDIA	SOUND ENGINEERING	2	VETERANS DAY DISCOUNT	-\$75.00	Meeting Check	CURRENT -VALLEY	23677	12/11/2025	\$825.00
25-03056	A0413	AMERICAN DIGITAL MEDIA	SOUND ENGINEERING	3	WESTSIDE TREE LIGHTING ENG	\$600.00	Meeting Check	CURRENT -VALLEY	23677	12/11/2025	\$825.00
25-03056	A0413	AMERICAN DIGITAL MEDIA	SOUND ENGINEERING	4	WESTSIDE TREE DISCOUNT	-\$150.00	Meeting Check	CURRENT -VALLEY	23677	12/11/2025	\$825.00
25-03057	A0253A	AMAZON CAPITAL SERVICES	signs for store rooms 90 Mon	1	signs for store rooms 90 Mon	\$29.94	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03059	N0038	TWO RIVERS WATER RECLAMATION	Vac Truck Pit Usage Sept 2025	1	Vac Truck Pit Usage Sept 2025	\$350.00	Meeting Check	WATER OPERATING	13809	12/11/2025	\$350.00
25-03061	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00015	1	Redemption cert#25-00015	\$4,996.52	Manual Check	TTL REDEMPTION	3953	11/25/2025	\$9,003.18
25-03061	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00015	2	Premium cert#25-00015	\$1,100.00	Manual Check	TRUST ACCOUNT	6331	11/25/2025	\$2,300.00
25-03066	R0277	RAM TAX LIEN FUND II LP	Redemption of cert#25-00009	1	Redemption of cert#25-00009	\$2,694.85	Manual Check	TTL REDEMPTION	3953	11/25/2025	\$9,003.18
25-03066	R0277	RAM TAX LIEN FUND II LP	Redemption of cert#25-00009	2	Premium of cert#25-00009	\$1,100.00	Manual Check	TRUST ACCOUNT	6331	11/25/2025	\$2,300.00
25-03069	S0414	SERVICE TIRE TRUCK CENTER, INC	tires for parking SUV	1	tires for parking SUV	\$540.00	Meeting Check	PARKNG OPER VAL	3424	12/11/2025	\$540.00
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	1	filters&wipers for Parking SUV	\$10.18	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	2	4068 NapaGold Cabin Air Filter	\$17.38	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	3	6935 NapaGold Engine AirFilter	\$23.16	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	4	6-011-G Rear Wiper Blade 11	\$16.90	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	5	6-026-PP Drivers Side Wiper	\$26.00	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03070	S0009	SHREWSBURY AUTO PARTS INC	filters&wipers for Parking SUV	6	6-022-PP Passengers Wiper	\$26.10	Meeting Check	PARKNG OPER VAL	3423	12/11/2025	\$119.72
25-03071	NWFINGRP	NW FINANCIAL GROUP LLC	RBHA-FIN ADV SVCS-REDEVEL PRO	1	RBHA-FIN ADV SVCS-REDEVEL PRO	\$2,350.00	Meeting Check	CAPITAL ACCOUNT	2721	12/11/2025	\$2,350.00
25-03072	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00017	1	Redemption cert#25-00017	\$1,311.81	Manual Check	TTL REDEMPTION	3953	11/25/2025	\$9,003.18
25-03072	R0277	RAM TAX LIEN FUND II LP	Redemption cert#25-00017	2	Redemption cert#25-00017	\$100.00	Manual Check	TRUST ACCOUNT	6331	11/25/2025	\$2,300.00
25-03073	R0081	RED BANK SELF STORAGE	Police StorageUnits1009 & 3077	1	POLICE STORAGE UNIT 1009 DEC	\$436.00	Meeting Check	CURRENT -VALLEY	23767	12/11/2025	\$1,106.00
25-03073	R0081	RED BANK SELF STORAGE	Police StorageUnits1009 & 3077	2	POLICE STORAGE UNIT 3007 DEC	\$294.00	Meeting Check	CURRENT -VALLEY	23767	12/11/2025	\$1,106.00
25-03074	P0255	PLAYBYPOINT	2025 SCHED TENNIS CT/PICKLEBAL	1	2025 SCHED TENNIS CT/PICKLEBAL	\$600.00	Meeting Check	CURRENT -VALLEY	23761	12/11/2025	\$600.00
25-03075	I0107	INTRON TECHNOLOGY	MONTHLY IT SVCS-OCT 2025	1	MONTHLY IT SVCS-OCT 2025	\$13,572.00	Meeting Check	CURRENT -VALLEY	23717	12/11/2025	\$13,656.00
25-03075	I0107	INTRON TECHNOLOGY	MONTHLY IT SVCS-OCT 2025	2	PHONE FOR JERRY CERRAI	\$84.00	Meeting Check	CURRENT -VALLEY	23717	12/11/2025	\$13,656.00
25-03076	D0153	JENNIFER DIODATO-HERNANDEZ	Mileage to NJLOM	1	Mileage to NJLOM	\$107.80	Meeting Check	CURRENT -VALLEY	23693	12/11/2025	\$211.46
25-03077	S0022A	DONNA SICKELS	December 2025 Medicare Reim	1	Medicare Reim DECEMBER PART B	\$185.00	Meeting Check	CURRENT -VALLEY	23774	12/11/2025	\$185.00
25-03079	S0413	THOMAS X SEAMAN	T SEAMAN 25 EXPENSES	1	T SEAMAN 25 EXPENSES	\$237.01	Meeting Check	CURRENT -VALLEY	23783	12/11/2025	\$487.01
25-03079	S0413	THOMAS X SEAMAN	T SEAMAN 25 EXPENSES	2	T SEAMAN 25 EXPENSES	\$190.00	Meeting Check	CURRENT -VALLEY	23783	12/11/2025	\$487.01
25-03079	S0413	THOMAS X SEAMAN	T SEAMAN 25 EXPENSES	3	4TH QTR PHONE	\$60.00	Meeting Check	CURRENT -VALLEY	23783	12/11/2025	\$487.01
25-03080	C0034	CIRCLE CHEVROLET	Vehicle maintenance	1	Invoice # 52337989	\$19.24	Meeting Check	CURRENT -VALLEY	23683	12/11/2025	\$1,256.27
25-03080	C0034	CIRCLE CHEVROLET	Vehicle maintenance	2	Invoice # 52337911	\$71.58	Meeting Check	CURRENT -VALLEY	23683	12/11/2025	\$1,256.27
25-03080	C0034	CIRCLE CHEVROLET	Vehicle maintenance	3	RO 6537898/4 Vin 301266	\$899.95	Meeting Check	CURRENT -VALLEY	23683	12/11/2025	\$1,256.27
25-03081	U0032	UNITED PARCEL SERV STORE 3488	UPS postage	1	11/20/25 MMXWFR6HSW4BM	\$14.27	Meeting Check	CURRENT -VALLEY	23790	12/11/2025	\$40.90
25-03083	G0236	ANDY GARCIA-SANCHEZ	HISPANIC HERITAGE CELEB PERF	1	HISPANIC HERITAGE CELEB PERF	\$600.00	Meeting Check	RECREATION-VNB	1666	12/11/2025	\$600.00
25-03084	I0080	INTEGRATED TECHNICAL SYSTM INC	Program Holiday Free Parking	1	Program Holiday Free Parking	\$175.00	Meeting Check	PARKNG OPER VAL	3418	12/11/2025	\$34,875.00
25-03085	S0029	SHREWSBURY OFFICE SUPPLY	Name Plate - Michael White	1	Name Plate - Michael White	\$16.45	Meeting Check	CURRENT -VALLEY	23776	12/11/2025	\$36.40
25-03086	L0222	LECKSTEIN & LECKSTEIN	PB Legal Services - November	1	PB Legal Services - November	\$400.00	Meeting Check	CURRENT -VALLEY	23729	12/11/2025	\$400.00
25-03087	N0154	NEW JERSEY PLANNING OFFICIALS	NJPO Membership	1	NJPO Membership	\$425.00	Meeting Check	CURRENT -VALLEY	23801	12/11/2025	\$425.00
25-03088	E0246	SHAWNA EBANKS	NJLOM Reimbursement Hotel	1	NJLOM Reimbursement Hotel	\$210.00	Meeting Check	CURRENT -VALLEY	23699	12/11/2025	\$210.00
25-03090	C0330A	CANNON & MCGUINN, LLC.	GENERAL LEGAL SVCS-AUGUST	1	LIBRARY-AUG	\$792.00	Meeting Check	CURRENT -VALLEY	23687	12/11/2025	\$12,201.50
25-03090	C0330A	CANNON & MCGUINN, LLC.	GENERAL LEGAL SVCS-AUGUST	2	THE GARDEN VS RB-AUG	\$709.50	Meeting Check	CURRENT -VALLEY	23687	12/11/2025	\$12,201.50

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03091	R0013	RED BANK BOARD OF EDUCATION	ANNUAL LEASE CB FIELDS	1	ANNUAL LEASE CB FIELDS	\$25,000.00	Meeting Check	CURRENT -VALLEY	23766	12/11/2025	\$25,000.00
25-03092	M0498	MARY MOSS	REIM NJ LOM	1	HOTEL 2 NIGHTS	\$210.00	Meeting Check	CURRENT -VALLEY	23748	12/11/2025	\$345.08
25-03092	M0498	MARY MOSS	REIM NJ LOM	2	TOLLS	\$7.97	Meeting Check	CURRENT -VALLEY	23748	12/11/2025	\$345.08
25-03092	M0498	MARY MOSS	REIM NJ LOM	3	PARKING	\$22.95	Meeting Check	CURRENT -VALLEY	23748	12/11/2025	\$345.08
25-03092	M0498	MARY MOSS	REIM NJ LOM	4	MILEAGE	\$104.16	Meeting Check	CURRENT -VALLEY	23748	12/11/2025	\$345.08
25-03093	O0024	BONNIE THOMAS	REIMB LOM FEES	1	HOTEL	\$210.00	Meeting Check	CURRENT -VALLEY	23753	12/11/2025	\$341.86
25-03093	O0024	BONNIE THOMAS	REIMB LOM FEES	2	TOLLS	\$11.52	Meeting Check	CURRENT -VALLEY	23753	12/11/2025	\$341.86
25-03093	O0024	BONNIE THOMAS	REIMB LOM FEES	3	MILEAGE	\$120.34	Meeting Check	CURRENT -VALLEY	23753	12/11/2025	\$341.86
25-03094	M0053	MON CTY TREASURER(CTY.TAX)	RED BANK 4TH QTR PILOT DUE CTY	1	RED BANK 4TH QTR PILOT DUE CTY	\$367.60	Meeting Check	CURRENT -VALLEY	23736	12/11/2025	\$367.60
25-03095	G0220	JAMES GANT	NJLOM Reimbursement	1		\$210.00	Meeting Check	CURRENT -VALLEY	23708	12/11/2025	\$1,194.66
25-03096	P0037	POWERHOUSE SIGN WORKS	HOLIDAY HOME CONTEST SIGNS	1	HOLIDAY HOME CONTEST SIGNS	\$120.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-03098	A0253A	AMAZON CAPITAL SERVICES	HOLIDAY PARTY GIFTS	1	HOLIDAY PARTY GIFTS	\$498.00	Meeting Check	GRANT FUND-VNB	2594	12/11/2025	\$2,716.69
25-03099	N0094	NJ MOTOR VEHICLE COMMISSION	REG 2024 FORD F-350 VIN 79462	1	REG 2024 FORD F-350 VIN 79462	\$60.00	Manual Check	CURRENT -VALLEY	23583	11/26/2025	\$60.00
25-03102	J0182	LAURA JANNONE	REIMB NJLOM-HOTEL	1	REIMB NJLOM-HOTEL	\$105.00	Meeting Check	CURRENT -VALLEY	23725	12/11/2025	\$105.00
25-03106	K0131	KALKUCKI, KRZYSZTOF & JOYCE	REFUND OF LIEN UNDERPAYMENT	1	REFUND OF LIEN UNDERPAYMENT	\$1,420.00	Manual Check	TTL REDEMPTION	3954	12/02/2025	\$1,420.00
25-03107	C0334	CWA LOCAL 1075	CWA DUES NOV 2025	1	CWA DUES NOV 2025	\$2,596.84	Manual Check	PAYROLL	2389	12/02/2025	\$2,596.84
25-03108	E0012	ELECTRO MAINTENANCE INC	Emergency Services	1	90 Monmoth Broken data wires	\$10,849.50	Meeting Check	CURRENT -VALLEY	23698	12/11/2025	\$18,454.50
25-03108	E0012	ELECTRO MAINTENANCE INC	Emergency Services	2	Finance Dept ethernet CAT6	\$280.00	Meeting Check	CURRENT -VALLEY	23698	12/11/2025	\$18,454.50
25-03108	E0012	ELECTRO MAINTENANCE INC	Emergency Services	3	Count Basie Concession hoodfan	\$1,946.50	Meeting Check	CURRENT -VALLEY	23698	12/11/2025	\$18,454.50
25-03108	E0012	ELECTRO MAINTENANCE INC	Emergency Services	4	75 DPU lighting in lobby	\$2,086.50	Meeting Check	CURRENT -VALLEY	23698	12/11/2025	\$18,454.50
25-03109	A0253A	AMAZON CAPITAL SERVICES	Annual Membership	1	Annual Membership	\$349.00	Meeting Check	CURRENT -VALLEY	23673	12/11/2025	\$8,707.57
25-03112	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	1	FOW 256300 11/10/25	\$34.09	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-03112	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	2	FOW 256609 11/20/25	\$211.68	Meeting Check	CURRENT -VALLEY	23793	12/11/2025	\$2,939.03
25-03113	P0223	PARTS AUTHORITY LLC	vehicle Maintenance	1	Invoice # 301-312362 11/20/25	\$18.95	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-03113	P0223	PARTS AUTHORITY LLC	vehicle Maintenance	2	Invoice # 75657 11/20/25	\$557.10	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-03113	P0223	PARTS AUTHORITY LLC	vehicle Maintenance	3	Invoice # 74870 11/20/25	\$85.89	Meeting Check	CURRENT -VALLEY	23760	12/11/2025	\$1,361.63
25-03114	P0248	PRO CAP 8 FBO FIRSTTRUST BANK	Redemption cert#25-00029	1	Redemption cert#25-00029	\$1,219.55	Manual Check	TTL REDEMPTION	3956	12/02/2025	\$1,889.85
25-03114	P0248	PRO CAP 8 FBO FIRSTTRUST BANK	Redemption cert#25-00029	2	Premium cert#25-00029	\$1,000.00	Manual Check	TRUST ACCOUNT	6333	12/02/2025	\$2,000.00
25-03117	C0444	JERRY CERRAI	REIMB NJ LOM 2025	1	REIMB NJ LOM 2025 HOTEL	\$210.00	Meeting Check	CURRENT -VALLEY	23690	12/11/2025	\$347.03
25-03117	C0444	JERRY CERRAI	REIMB NJ LOM 2025	2	REIMB NJ LOM 2025 TOLLS	\$11.59	Meeting Check	CURRENT -VALLEY	23690	12/11/2025	\$347.03
25-03117	C0444	JERRY CERRAI	REIMB NJ LOM 2025	3	REIMB NJ LOM 2025 MILEAGE	\$125.44	Meeting Check	CURRENT -VALLEY	23690	12/11/2025	\$347.03
25-03120	R0277	RAM TAX LIEN FUND II LP	Redemption 25-00001 B12.01-L17	1	Premium 25-00001 B12.01-L17	\$52,600.00	Manual Check	TRUST ACCOUNT	6334	12/02/2025	\$55,900.00
25-03120	R0277	RAM TAX LIEN FUND II LP	Redemption 25-00001 B12.01-L17	2	Redemption 25-00001 B12.01-L17	\$20,954.30	Manual Check	TTL REDEMPTION	3957	12/02/2025	\$27,532.92
25-03122	D0153	JENNIFER DIODATO-HERNANDEZ	NJLOM Hotel	1	NJLOM Hotel	\$103.66	Meeting Check	CURRENT -VALLEY	23693	12/11/2025	\$211.46
25-03126	G0221	SHERI GUMINA	REIMB LOM 2025	1	REIMB LOM 2025 HOTEL	\$210.00	Meeting Check	CURRENT -VALLEY	23709	12/11/2025	\$210.00
25-03127	D0177	ASHLESHA DESHPANDE	LEAGE ATTENDANCE RELATED 2025	1	Atlantic City mileage	\$117.18	Meeting Check	CURRENT -VALLEY	23695	12/11/2025	\$310.66
25-03127	D0177	ASHLESHA DESHPANDE	LEAGE ATTENDANCE RELATED 2025	2	Parking fee	\$20.00	Meeting Check	CURRENT -VALLEY	23695	12/11/2025	\$310.66
25-03127	D0177	ASHLESHA DESHPANDE	LEAGE ATTENDANCE RELATED 2025	3	tolls	\$13.35	Meeting Check	CURRENT -VALLEY	23695	12/11/2025	\$310.66
25-03127	D0177	ASHLESHA DESHPANDE	LEAGE ATTENDANCE RELATED 2025	4	2 nights hotel Atlantic City	\$160.13	Meeting Check	CURRENT -VALLEY	23695	12/11/2025	\$310.66
25-03129	P0282	LINDA AND GARY PEROSI	Linda paid in error	1	blk 29 lot 24 q C0308	\$10,443.95	Meeting Check	CURRENT -VALLEY	23764	12/11/2025	\$10,443.95
25-03130	B0322	BK HOLDINGS	REDEMPTION 25-00025	1	PREMIUM FOR 25-00025	\$14,800.00	Manual Check	TRUST ACCOUNT	6332	12/02/2025	\$14,800.00
25-03130	B0322	BK HOLDINGS	REDEMPTION 25-00025	2	REDEMPTION FOR 25-00025	\$5,532.92	Manual Check	TTL REDEMPTION	3955	12/02/2025	\$5,532.92
25-03131	M0398	MCMANIMON,SCOTLAND & BAUMANN L	LEGAL SVCS-COAH/DEC JUDGE OCT	1	LEGAL SVCS/DEC JUDGE OCT	\$1,270.00	Meeting Check	COAH DEV FEES	274	12/11/2025	\$1,270.00
25-03131	M0398	MCMANIMON,SCOTLAND & BAUMANN L	LEGAL SVCS-COAH/DEC JUDGE OCT	2	LEGAL SVCS/TRAIN STA REDEV OCT	\$276.50	Meeting Check	DEVESCROW2RIVER	2023	12/11/2025	\$276.50
25-03132	E0012	ELECTRO MAINTENANCE INC	ELECT-MARINE PK.BOAAT LIFT PROJ	1	ELECT-MARINE PK.BOAAT LIFT PROJ	\$5,086.00	Meeting Check	GREEN ACRES TR	1224	12/11/2025	\$5,086.00
25-03133	M0478	ADRIANA MEDINA	REIMB LOM 25	1	REIMB LOM 25 HOTEL	\$210.00	Meeting Check	CURRENT -VALLEY	23746	12/11/2025	\$321.62
25-03133	M0478	ADRIANA MEDINA	REIMB LOM 25	2	REIMB LOM 25 TOLLS	\$3.26	Meeting Check	CURRENT -VALLEY	23746	12/11/2025	\$321.62
25-03133	M0478	ADRIANA MEDINA	REIMB LOM 25	3	REIMB LOM 25 MILEAGE	\$108.36	Meeting Check	CURRENT -VALLEY	23746	12/11/2025	\$321.62
25-03134	G0093	GENERAL CODE LLC	CODE SUPPLEMENT NO 13	1	CODE SUPPLEMENT NO 13	\$779.00	Meeting Check	CURRENT -VALLEY	23704	12/11/2025	\$779.00
25-03135	E0256	EVEREST COURT REPORTING	TRANSCRIPT-D.SPENCE VS RB	1	TRANSCRIPT-D.SPENCE VS RB	\$516.50	Meeting Check	CURRENT -VALLEY	23701	12/11/2025	\$516.50
25-03137	W0064	WHITEMARSH CORPORATION	replace swivel on gas pump	1	replace swivel on gas pump	\$387.06	Meeting Check	CURRENT -VALLEY	23794	12/11/2025	\$387.06
25-03139	P0248	PRO CAP 8 FBO FIRSTTRUST BANK	Redemption25-00020 B 84.01 L95	1	Redemption25-00020 B 84.01 L95	\$670.30	Manual Check	TTL REDEMPTION	3956	12/02/2025	\$1,889.85
25-03139	P0248	PRO CAP 8 FBO FIRSTTRUST BANK	Redemption25-00020 B 84.01 L95	2	Premium 25-00020 B 84.01 L95	\$1,000.00	Manual Check	TRUST ACCOUNT	6333	12/02/2025	\$2,000.00
25-03140	R0277	RAM TAX LIEN FUND II LP	REDEMPTION 25-00008 B 53 L 18	1	REDEMPTION 25-00008 B 53 L 18	\$373.48	Manual Check	TTL REDEMPTION	3957	12/02/2025	\$27,532.92

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03144	P0037	POWERHOUSE SIGN WORKS	REFLECTIVE ALUM SIGNS	1	NO ALCOHOL SIGNS	\$114.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-03144	P0037	POWERHOUSE SIGN WORKS	REFLECTIVE ALUM SIGNS	2	NO PARKIG ON GRASS SIGNS	\$171.00	Meeting Check	CURRENT -VALLEY	23754	12/11/2025	\$1,885.00
25-03145	R0277	RAM TAX LIEN FUND II LP	REDEMPTION OF 25-00023 90-31	1	PREMIUM FOR 25-00023	\$1,100.00	Manual Check	TRUST ACCOUNT	6334	12/02/2025	\$55,900.00
25-03145	R0277	RAM TAX LIEN FUND II LP	REDEMPTION OF 25-00023 90-31	2	REDEMPTION FOR 25-00023	\$2,105.19	Manual Check	TTL REDEMPTION	3957	12/02/2025	\$27,532.92
25-03147	R0277	RAM TAX LIEN FUND II LP	REDEMPTION OF 25-00026 100-31	1	REDEMPTION OF 25-00026 100-31	\$1,682.74	Manual Check	TTL REDEMPTION	3957	12/02/2025	\$27,532.92
25-03147	R0277	RAM TAX LIEN FUND II LP	REDEMPTION OF 25-00026 100-31	2	PREMIUM OF 25-00026 100-31	\$1,100.00	Manual Check	TRUST ACCOUNT	6334	12/02/2025	\$55,900.00
25-03148	R0277	RAM TAX LIEN FUND II LP	REDEMPTION 25-00004 B17 L6.01	1	REDEMPTION 25-00004 B17 L6.01	\$2,417.21	Manual Check	TTL REDEMPTION	3957	12/02/2025	\$27,532.92
25-03148	R0277	RAM TAX LIEN FUND II LP	REDEMPTION 25-00004 B17 L6.01	2	PREMIUM 25-00004 B17 L6.01	\$1,100.00	Manual Check	TRUST ACCOUNT	6334	12/02/2025	\$55,900.00
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	1	MED REIM-PART B/NOV	\$185.00	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	2	MED REIM-PART B IRMAA-NOV	\$185.00	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	3	MED REIM-PART D IRMAA-NOV	\$35.30	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	4	MED REIM-PART B-DEC	\$185.00	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	5	MED REIM-PART B IRMAA-DEC	\$185.00	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03149	M0494	THOMAS MCDONOUGH	Medicare Reim Nov/Dec 2025	6	MED REIM-PART D IRMAA-DEC	\$35.30	Meeting Check	CURRENT -VALLEY	23747	12/11/2025	\$810.60
25-03150	G0221	SHERI GUMINA	Holiday Party Decorations	1	Holiday Party Decorations	\$43.50	Meeting Check	GRANT FUND-VNB	2599	12/11/2025	\$43.50
25-03153	N0115	NJ ST.DEPT.HEALTH & SENIOR	DOG LICENSE FEES-NOV 2025	1	DOG LICENSE FEES-NOV 2025	\$1.20	Meeting Check	DOG LICENSE AC	2203	12/11/2025	\$1.20
25-03154	R0001	RED BANK PUBLIC LIBRARY	LIB EXP/QTR 4 2025	1	LIB EXP/QTR 4 2025	\$93,077.77	Meeting Check	CURRENT -VALLEY	23765	12/11/2025	\$93,077.77
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	1	AUCTION SURPLUS 11752295	\$98.00	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	2	RFP PROF SVCS 11842572	\$213.64	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	3	ORD 2025-29 FINAL 11842702	\$14.96	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	4	ORD 2025-28 FINAL 11842747	\$13.20	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	5	ORD 2025-30 FINAL 11842781	\$24.20	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	6	BID NOTICE-DRS JPB 11849915	\$82.72	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03155	A0040	ASBURY PARK PRESS	LEGAL NOTICES-NOVEMBER 2025	7	ORD 202531 INTRO 11866798	\$23.76	Meeting Check	CURRENT -VALLEY	23669	12/11/2025	\$470.48
25-03156	S0317	OSCAR SALINAS	REIMB CELL PHONE/4Q 2025	1	REIMB CELL PHONE/4Q 2025	\$60.00	Meeting Check	CURRENT -VALLEY	23779	12/11/2025	\$60.00
25-03157	H0232	HACKENSACK MERIDIAN WORKS	MEMBERSHIP PHYSICAL-L.LUCIANO	1	MEMBERSHIP PHYSICAL-L.LUCIANO	\$210.00	Meeting Check	CURRENT -VALLEY	23713	12/11/2025	\$210.00
25-03158	J0045	JCP&L	vARIOUS ACCOUNTS 10/3-11/6	1	vARIOUS ACCOUNTS 10/3-11/6	\$8,416.86	Manual Check	CURRENT -VALLEY	23585	12/04/2025	\$8,416.86
25-03159	J0045	JCP&L	VARIOUS ACCOUNTS 10/6-11/5	1	VARIOUS ACCOUNTS 10/6-11/5	\$1,951.07	Manual Check	PARKNG OPER VAL	3411	12/04/2025	\$1,951.07
25-03160	J0045	JCP&L	VARIOUS ACCOUNTS 10/6-11/5	1	VARIOUS ACCOUNTS 10/6-11/5	\$22,317.50	Manual Check	CURRENT -VALLEY	23591	12/04/2025	\$22,317.50
25-03161	J0045	JCP&L	ACC#100012855597 10/6-11/5	1	ACC#100012855597 10/6-11/5	\$519.27	Manual Check	GRANT FUND-VNB	2590	12/04/2025	\$519.27
25-03162	N0014	NJ AMERICAN WATER COMPANY	INSTALLMENT PLAN 2ND	1	INSTALLMENT PLAN 2ND	\$16,182.00	Manual Check	WATER OPERATING	13801	12/04/2025	\$16,182.00
25-03163	N0014	NJ AMERICAN WATER COMPANY	ac#1018210024224593 9/30-10/28	1	ac#1018210024224593 9/30-10/28	\$3,482.06	Manual Check	WATER OPERATING	13800	12/04/2025	\$3,482.06
25-03164	R0289	ARMANDO V. RICCIO LLC.ESQ.	ALT LABOR ATTNV-NOV	1	ALT LABOR ATTNV-NOV	\$1,599.00	Meeting Check	CURRENT -VALLEY	23770	12/11/2025	\$1,599.00
25-03165	N0021	NEW JERSEY NATURAL GAS CO	VARIOUS ACCOUNTS 10/21-11/20	1	VARIOUS ACCOUNTS 10/21-11/20	\$1,989.20	Manual Check	CURRENT -VALLEY	23586	12/04/2025	\$2,718.25
25-03166	N0021	NEW JERSEY NATURAL GAS CO	VARIOUS ACCOUNTS 9/22-10/21	1	VARIOUS ACCOUNTS 9/22-10/21	\$729.05	Manual Check	CURRENT -VALLEY	23586	12/04/2025	\$2,718.25
25-03167	N0021	NEW JERSEY NATURAL GAS CO	acc#132156564119 9/19-10/21	1	acc#132156564119 9/19-10/21	\$809.00	Manual Check	GRANT FUND-VNB	2591	12/04/2025	\$1,618.00
25-03168	N0021	NEW JERSEY NATURAL GAS CO	acc#132156564119 10/21-11/20	1	acc#132156564119 10/21-11/20	\$809.00	Manual Check	GRANT FUND-VNB	2591	12/04/2025	\$1,618.00
25-03169	C0211	COMCAST CABLE	acc0120291 10/19-11/18	1	acc0120291 10/19-11/18	\$165.84	Manual Check	CURRENT -VALLEY	23590	12/04/2025	\$331.68
25-03170	C0211	COMCAST CABLE	acc0120291 11/19-12/18	1	acc0120291 11/19-12/18	\$165.84	Manual Check	CURRENT -VALLEY	23590	12/04/2025	\$331.68
25-03171	X0004	XFINITY	acc#0112579 10/20-11/19	1	acc#0112579 10/20-11/19	\$166.85	Manual Check	CURRENT -VALLEY	23588	12/04/2025	\$333.70
25-03172	X0004	XFINITY	acc#0112579 11/20-12/19	1	acc#0112579 11/20-12/19	\$166.85	Manual Check	CURRENT -VALLEY	23588	12/04/2025	\$333.70
25-03173	X0004	XFINITY	acc#017532 11/18-12/17	1	acc#017532 11/18-12/17	\$360.49	Manual Check	PARKNG OPER VAL	3412	12/04/2025	\$720.98
25-03174	X0004	XFINITY	acc#017532 10/18-11/17	1	acc#017532 10/18-11/17	\$360.49	Manual Check	PARKNG OPER VAL	3412	12/04/2025	\$720.98
25-03175	N0014	NJ AMERICAN WATER COMPANY	ac#1018210026569094 9/25-10/23	1	ac#1018210026569094 9/25-10/23	\$858.99	Manual Check	WATER OPERATING	13799	12/04/2025	\$1,717.98
25-03176	N0014	NJ AMERICAN WATER COMPANY	a#1018210026569094 10/24-11/25	1	a#1018210026569094 10/24-11/25	\$858.99	Manual Check	WATER OPERATING	13799	12/04/2025	\$1,717.98
25-03177	X0004	XFINITY	acc#0277380 11/2-12/1	1	acc#0277380 11/2-12/1	\$120.54	Manual Check	PARKNG OPER VAL	3414	12/04/2025	\$120.54
25-03178	X0004	XFINITY	acc#0276424 11/4-12/3	1	acc#0276424 11/4-12/3	\$104.94	Manual Check	CURRENT -VALLEY	23595	12/04/2025	\$104.94
25-03179	X0004	XFINITY	acc#0159612 11/9-12/8	1	acc#0159612 11/9-12/8	\$51.70	Manual Check	GRANT FUND-VNB	2593	12/04/2025	\$51.70
25-03180	X0004	XFINITY	acc#0162269 10/26-11/25	1	acc#0162269 10/26-11/25	\$568.65	Manual Check	PARKNG OPER VAL	3413	12/04/2025	\$1,137.30
25-03181	X0004	XFINITY	acc#0162269 11/26-12/25	1	acc#0162269 11/26-12/25	\$568.65	Manual Check	PARKNG OPER VAL	3413	12/04/2025	\$1,137.30
25-03182	X0004	XFINITY	acc#0029294 10/24-11/23	1	acc#0029294 10/24-11/23	\$169.30	Manual Check	CURRENT -VALLEY	23593	12/04/2025	\$338.60
25-03183	X0004	XFINITY	acc#0029294 11/24-12/23	1	acc#0029294 11/24-12/23	\$169.30	Manual Check	CURRENT -VALLEY	23593	12/04/2025	\$338.60
25-03184	X0004	XFINITY	acc#0162343 10/28-11/27	1	acc#0162343 10/28-11/27	\$560.45	Manual Check	CURRENT -VALLEY	23594	12/04/2025	\$1,121.10
25-03185	X0004	XFINITY	acc#0162343 11/28-12/27	1	acc#0162343 11/28-12/27	\$560.65	Manual Check	CURRENT -VALLEY	23594	12/04/2025	\$1,121.10

December 11, 2025 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
25-03186	B0010	VERIZON	acc#157054156000117	1	ac#157054156000117 10/19-11/18	\$986.60	Manual Check	CURRENT -VALLEY	23584	12/04/2025	\$2,250.32
25-03186	B0010	VERIZON	acc#157054156000117	2	ac#157054156000117 11/19-12/18	\$981.55	Manual Check	CURRENT -VALLEY	23584	12/04/2025	\$2,250.32
25-03188	B0010	VERIZON	ac#157054176000196	1	ac#157054176000196 10/19-11/18	\$141.52	Manual Check	CURRENT -VALLEY	23584	12/04/2025	\$2,250.32
25-03188	B0010	VERIZON	ac#157054176000196	2	ac#157054176000196 11/19-12/18	\$140.65	Manual Check	CURRENT -VALLEY	23584	12/04/2025	\$2,250.32
25-03189	V0051	VERIZON COMM.	acc#656800361000151	1	ac#656800361000151 11/17-12/16	\$179.00	Manual Check	CURRENT -VALLEY	23592	12/04/2025	\$358.00
25-03189	V0051	VERIZON COMM.	acc#656800361000151	2	ac#656800361000151 10/17-11/16	\$179.00	Manual Check	CURRENT -VALLEY	23592	12/04/2025	\$358.00
25-03193	B0010	VERIZON	Various accounts 10/19-11/18	1	Various accounts 10/19-11/18	\$70.77	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03193	B0010	VERIZON	Various accounts 10/19-11/18	2	Various accounts 10/19-11/18	\$70.74	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03193	B0010	VERIZON	Various accounts 10/19-11/18	3	Various accounts 10/19-11/18	\$70.74	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03193	B0010	VERIZON	Various accounts 10/19-11/18	4	Various accounts 10/19-11/18	\$282.97	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03193	B0010	VERIZON	Various accounts 10/19-11/18	5	Various accounts 10/19-11/18	\$128.91	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03194	B0010	VERIZON	Various accounts	1	Various accounts 11/19-12/18	\$70.33	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03194	B0010	VERIZON	Various accounts	2	Various accounts 11/19-12/18	\$70.33	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03194	B0010	VERIZON	Various accounts	3	Various accounts 11/19-12/18	\$70.33	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03194	B0010	VERIZON	Various accounts	4	Various accounts 11/19-12/18	\$281.30	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03194	B0010	VERIZON	Various accounts	5	Various accounts 11/19-12/18	\$128.50	Manual Check	CURRENT -VALLEY	23589	12/04/2025	\$1,244.92
25-03197	U0075	UGI Energy Services	acc#132156564119	1	acc#132156564119 8/20-9/19	\$43.52	Manual Check	GRANT FUND-VNB	2592	12/04/2025	\$146.53
25-03197	U0075	UGI Energy Services	acc#132156564119	2	acc#132156564119 9/19-10/21	\$103.01	Manual Check	GRANT FUND-VNB	2592	12/04/2025	\$146.53
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	1	Various accounts 9/22-10/21	\$20.88	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	2	Various accounts 9/22-10/21	\$12.52	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	3	Various accounts 9/22-10/21	\$13.96	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	4	Various accounts 9/22-10/21	\$16.10	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	5	Various accounts 9/22-10/21	\$24.46	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	6	Various accounts 9/22-10/21	\$27.45	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03199	U0075	UGI Energy Services	Various accounts 9/22-10/21	7	Various accounts 9/22-10/21	\$56.08	Manual Check	CURRENT -VALLEY	23587	12/04/2025	\$171.45
25-03205	B0305	NANCY FACEY BLACKWOOD	LOM REIMB 2025 - HOTEL	1	LOM REIMB 2025 - HOTEL	\$210.00	Meeting Check	CURRENT -VALLEY	23680	12/11/2025	\$210.00
25-03209	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-NOV 2025	1	GEN ENGINEERING SVCS-NOV 2025	\$4,199.00	Meeting Check	CURRENT -VALLEY	23802	12/11/2025	\$10,613.25
25-03209	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-NOV 2025	2	STORMWATER COMPLIANCE-NOV 2025	\$6,376.00	Meeting Check	CURRENT -VALLEY	23802	12/11/2025	\$10,613.25
25-03209	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-NOV 2025	3	ONCALL TREE REMOVAL-RES 24-17	\$38.25	Meeting Check	CURRENT -VALLEY	23802	12/11/2025	\$10,613.25
25-03209	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-NOV 2025	4	ESCROW PROJ BILLING-ZI12376	\$401.50	Meeting Check	DEVESCROW2RIVER	2025	12/11/2025	\$450.25
25-03209	C0321	CME ASSOCIATES	GEN ENGINEERING SVCS-NOV 2025	5	ESCROW PROJ BILLING-ZR13489	\$48.75	Meeting Check	DEVESCROW2RIVER	2025	12/11/2025	\$450.25
25-03210	P0173	DILWORTH PAXSON LLP	LEGAL-TAX ATTORNEY/NOV 25	1	LEGAL-TAX ATTORNEY/NOV 25	\$797.50	Meeting Check	CURRENT -VALLEY	23804	12/11/2025	\$797.50
25-03211	E0051	EAST COAST EMERGENCY LIGHTING	ION LIGHT RED FOR FIRE DPT VEH	1	ION LIGHT RED FOR FIRE DPT VEH	\$687.55	Meeting Check	CURRENT -VALLEY	23803	12/11/2025	\$687.55
25-03212	P0259	PLOSIA COHEN LLC.	LEGAL-LABOR-GEN/PD/LIB	1	LEGAL-LABOR-GEN/PD/LIB	\$2,788.50	Meeting Check	CURRENT -VALLEY	23806	12/11/2025	\$2,788.50
25-03213	93288	AM-PM TOWING INC	Tow fees	1	12/02/25 Case # 25-17929	\$125.00	Meeting Check	TRUST ACCOUNT	6344	12/11/2025	\$125.00
25-03214	B0263	BROTHER'S TOWING, INC.	Tow fees	1	Invoice#45022 11/12 25-17022	\$125.00	Meeting Check	TRUST ACCOUNT	6345	12/11/2025	\$125.00
25-03215	T0026	TAYLORS TOWING	Tow fees	1	Invoice # 188585 11/30/25	\$125.00	Meeting Check	TRUST ACCOUNT	6346	12/11/2025	\$250.00
25-03215	T0026	TAYLORS TOWING	Tow fees	2	Invoice # 192507 11/30/25	\$125.00	Meeting Check	TRUST ACCOUNT	6346	12/11/2025	\$250.00
25-03216	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	1	FOW 256666	\$698.94	Meeting Check	CURRENT -VALLEY	23807	12/11/2025	\$740.92
25-03216	W0037	GEORGE WALL LINCOLN MERCURY IN	Vehicle maintenance	2	FOW 256910	\$41.98	Meeting Check	CURRENT -VALLEY	23807	12/11/2025	\$740.92
25-03217	C0034	CIRCLE CHEVROLET	Vehicle Maintenance	1	Invoice # 523380825 11/26/25	\$105.75	Meeting Check	CURRENT -VALLEY	23805	12/11/2025	\$105.75
25-03220	T0270	TRUIVIEW BSI, LLC.	BACKGROUND SEARCH-NOVEMBER	1	BACKGROUND SEARCH-NOVEMBER	\$6.45	Meeting Check	CURRENT -VALLEY	23808	12/11/2025	\$6.45

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-241

**RESOLUTION AUTHORIZING TRANSFER OF
2025 CURRENT FUND/WATER SEWER FUND**

WHEREAS, the Governing Body of the Borough of Red Bank have determined that it is necessary to make appropriation transfers of the respective sum appropriations in the 2025 Local Municipal Budget; and

WHEREAS, it has been determined that there is an excess in appropriations over and above the amount necessary to fulfill the purposes of said appropriations; and

WHEREAS, N.J.S. 40A:4-58 provides for appropriation transfers during the last two months of the budget year.

NOW, THEREFORE BE IT RESOLVED BY THE BOROUGH OF RED BANK that the transfers between 2025 Budget Appropriations are made as follows:

<u>GENERAL APPROPRIATIONS</u>	<u>FROM</u>	<u>TO</u>
<u>CURRENT FUND</u>		
Construction - SW	\$10,000.00	
Code Enforcement-OE	\$6,500.00	
Recreation-OE	\$10,000.00	
Legal-OE	\$9,000.00	
Engineering-OE	\$9,000.00	
Streets and Roads-SW	\$20,000.00	
Total	\$64,500.00	
Construction -OE		\$10,000.00
Code Enforcement-SW		\$6,500.00
Recreation-SW		\$20,000.00
Municipal Court-SW		\$8,000.00
Buildings and Grounds		\$20,000.00
Total		\$64,500.00

WATER SEWER FUND**FROM****TO**

Water/Sewer Capital Outlay	\$45,000.00	
Water/Sewer Salary and Wage Adjustment	\$5,000.00	
Water/Sewer-Water Purchases	\$20,000.00	
Total	\$70,000.00	

Water/Sewer-Note Interest		\$2,931.24
Water/Sewer-Other Expenses		\$67,068.76
Total		\$70,000.00

PARKING FUND**FROM****TO**

Parking Salary and Wages Adjustment	\$3,500.00	
Social Security		\$3,500.00

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 25-242**

**RESOLUTION AUTHORIZING TAX CREDITS/REFUNDS DUE TO
THE TAXPAYER'S ERROR**

WHEREAS, on the below reference property, overpayments have occurred due to a taxpayer's error, on November 19, 2025; and

WHEREAS, Ashlesha Deshpande, tax collector has verified proof of payment and hereby recommends said overpayments totaling \$10,443.95 be refunded; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Red Bank that it does hereby authorize the following refund:

<u>Block & Lot</u>	<u>Address</u>	<u>Property Owner/s</u>	<u>Year</u>	<u>\$ Amount</u>
B24, L29 QC308	23 Wallace, Unit 308	Linda & Gary Perosi	2025	\$10,443.95

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Tax Collector.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 25-243**

**RESOLUTION AUTHORIZING TAX CREDITS/REFUNDS DUE TO
THE TAXPAYER'S ERROR**

WHEREAS, on the below reference property, overpayments have occurred due to a taxpayer's error, on August 4th, 2025; and

WHEREAS, Ashlesha Deshpande, tax collector has verified proof of payment and hereby recommends said overpayments totaling \$3,104.69 be refunded; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Red Bank that it does hereby authorize the following refund:

<u>Block & Lot</u>	<u>Address</u>	<u>Property Owner/s</u>	<u>Year</u>	<u>\$ Amount</u>
B110, L5.01 QC0512	283 Spring, Unit 3A	Ali Muzaffar	2025	\$3,104.69

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Tax Collector.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-244

**RESOLUTION AWARDING A CONTRACT TO FERNANDES CONSTRUCTION, INC.
FOR CHESTNUT STREET INTERSECTION IMPROVEMENTS**

WHEREAS, the Borough of Red Bank (the “Local Unit”), requires a qualified contractor for the Chestnut Street Intersection Improvements; and

WHEREAS, the borough invited bidders for said services and received the following responses on Friday, November 14, 2025; six (6) bids were received and are summarized as follows; and

<u>Contractor</u>	<u>Amount Bid</u>
1) Fernandes Construction, Inc.	\$157,438.72
2) Fiore Paving, Inc.	\$200,064.04
3) S. Batata Construction, Inc.	\$213,590.00
4) Seacoast Construction	\$217,248.12
5) Z Brothers Concrete Construction, Inc.	\$274,780.00
6) S. Brothers, Inc.	\$278,450.22

WHEREAS, CME Associates and the Borough Manager reviewed and tabulated the bids including bidder qualifications and determined that the lowest responsible bidder Fernandes Construction, Inc. has no objection to completing the project based on the bid prices submitted in the amount of \$157,438.72, all inclusive, as available funding permits; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank that a contract is awarded to Fernandes Construction, Inc., in the total amount of \$157,438.72 subject to the following:

1. The award should be subject to review and approval by the Borough Attorney, including a review of all the bid bond and surety provided by the lower bidder.
2. Bid and bid securities of the second lowest responsible bidder: Fiore Paving, Inc. and S. Batata Construction, Inc., are to be retained and held open, pending execution of the contract agreement by Fernandes Construction, Inc.
3. Upon execution, CME Associates is to be provided with three (3) signed and sealed copies of the resolution forwarded to our office for further execution

C-04-24-028-430

**BOROUGH OF RED BANK COUNTY
OF MONMOUTH**

RESOLUTION NO. 25-245

**RESOLUTION AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF
PUBLIC UTILITIES EXPANSION/RECONSTRUCTION**

WHEREAS, the Borough Governing Body has identified a need AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION; and

WHEREAS, based on the size and scope of such undertaking, the professional services of the Borough Special Projects Engineer are considered desirable by Borough management; and

WHEREAS, the Mayor and Council (hereinafter, the “Governing Body” of the Borough concur with the sentiments and recommendation of the Borough management and wish to enlist the professional services of the Borough Special Projects Engineer for the necessary services associated with the project here forward known as AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION (10/18/2024 Proposal); and

WHEREAS, on November 14, 2024, resolution 24-250 awarded Colliers Engineering and Design the amount of Twenty-Nine Thousand and Nine Hundred dollars and on March 27, 2025, resolution 25-70 awarded Colliers Engineering and Design the amount of Thirty-Nine thousand dollars; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, that a Professional Services Contract for AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION; to Colliers Engineering and Design the remaining balance not to exceed Two Hundred Sixty-Four thousand dollars *(\$264,000.00); and

BE IT FURTHER RESOLVED that this Resolution shall take effect upon certification on this Resolution by the Borough Chief Financial Officer that sufficient funds are available for stated purpose; and

C-04-25-024-220

Borough Council	Moved	Seconded	Ayes	Nays	Abstain	Absent
Councilmember Bonatakis						
Councilmember Cassidy						
Councilmember Facey-Blackwood						
Councilmember Forest						
Councilmember Jannone						
Deputy Mayor Triggiano						
Mayor Portman						
ON CONSENT AGENDA	Yes ☐			No ☐		

I, the undersigned Borough Clerk of the Borough of Red Bank, in the County of Monmouth, State of New Jersey (the “Borough”) hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Borough Council of said Borough at its meeting held on December 11, 2025.

Mary Moss, RMC
Municipal Clerk

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-246

**RESOLUTION AUTHORIZING PROFESSIONAL ARCHITECT SERVICES FOR
DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION**

WHEREAS, the Borough Governing Body has identified a need AUTHORIZING PROFESSIONAL ARCHITECT SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION; and

WHEREAS, based on the size and scope of such undertaking, the professional services of the Borough Special Projects Engineer are considered desirable by Borough management; and

WHEREAS, the Mayor and Council (hereinafter, the “Governing Body” of the Borough concur with the sentiments and recommendation of the Borough management and wish to enlist the professional services of the Borough Special Projects Architect for the necessary services associated with the project here forward known as AUTHORIZING PROFESSIONAL ARCHITECTS SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION *(10/24/2025 Revised Proposal)*; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, that a Professional Services Contract for AUTHORIZING PROFESSIONAL ARCHITECT SERVICES FOR DEPARTMENT OF PUBLIC UTILITIES EXPANSION/RECONSTRUCTION; to Netta Architects to provide comprehensive Architectural and Engineering services in phases as noted (excluding Geotechnical, Environmental Engineering and Civil Engineering services):

1. Schematic Design Fee: \$105,000.00
2. Design Development Fee: \$150,000.00
3. 30% Contract Documents Fee: \$150,000.00
4. Sustainable Design Fee: \$5,000.00

BE IT FURTHER RESOLVED that this Resolution shall take effect upon certification on this Resolution by the Borough Chief Financial Officer that sufficient funds are available for stated purpose; and

C-04-25-024-220

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-247

**RESOLUTION TO AUTHORIZE PAYMENT CERTIFICATE #2 FOR
MARINE PARK IMPROVEMENTS**

BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank of Monmouth County, New Jersey upon recommendation of the Borough Engineer that Pay Certificate #2 for the Contract listed below be and is hereby approved.

BE IT RESOLVED that the payment authorized herein is conditioned upon compliance with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. seq.; and

TITLE OF JOB: MARINE PARK IMPROVEMENTS

CONTRACTOR: Monarch Excavation
716 Newman Springs Rd., NJ 07738

ENGINEER: CONSULTING AND MUNICIPAL ENGINEERS LLC (CME)
1460 Route 9 South, Howell, NJ 07731

Pay Estimate #2

Current to date total	\$1,670,598.20
Less 2% Retainage	\$33,411.96
<u>Less Previous Payments</u>	<u>\$582,712.70</u>
Balance Due	\$1,054,473.53

All bills are on file in the Finance Office. This Resolution to take effect upon certification by the Borough Treasurer that sufficient funds are available.

C-04-24-029-230

W-06-25-010-230

Borough Council	Moved	Seconded	Ayes	Nays	Abstain	Absent
Councilmember Bonatakis						
Councilmember Cassidy						
Councilmember Facey-Blackwood						
Councilmember Forest						
Councilmember Jannone						
Deputy Mayor Triggiano						
Mayor Portman						
ON CONSENT AGENDA	Yes	☒		No	☐	

I, the undersigned Borough Clerk of the Borough of Red Bank, in the County of Monmouth, State of New Jersey (the "Borough") hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Borough Council of said Borough at its meeting held on December 11 23, 2025.

Mary Moss, RMC
Municipal Clerk

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-248

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Borough of Red Bank has obtained a Green Acres grant of \$750,000 from the State to fund the following project(s):

1339-25-032 Marine Park Playground Improvement

NOW, THEREFORE, BE IT RESOLVED BY THE *(Governing Body of the Borough of Red Bank)* THAT:

1. The *(Mayor, William Portman)* of the above-named body or board is hereby authorized to execute an agreement and any amendment(s) thereto with the State known as Marine Park Playground Improvement, and;
2. The applicant agrees to provide its matching share to the Green Acres funding, if a match is required, in the amount of \$1,488,000, and;
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project, and;
4. This resolution shall take effect immediately.

CERTIFICATION

I, *(Mary Moss, RMC – Municipal Clerk)* do hereby certify that the foregoing is a true copy of a resolution adopted by *(the Governing Body of the Borough of Red Bank)* at a meeting held on the 11th day of December, 2025.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 11th day of December, 2025.

(Mary Moss, RMC – Municipal Clerk)

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-249

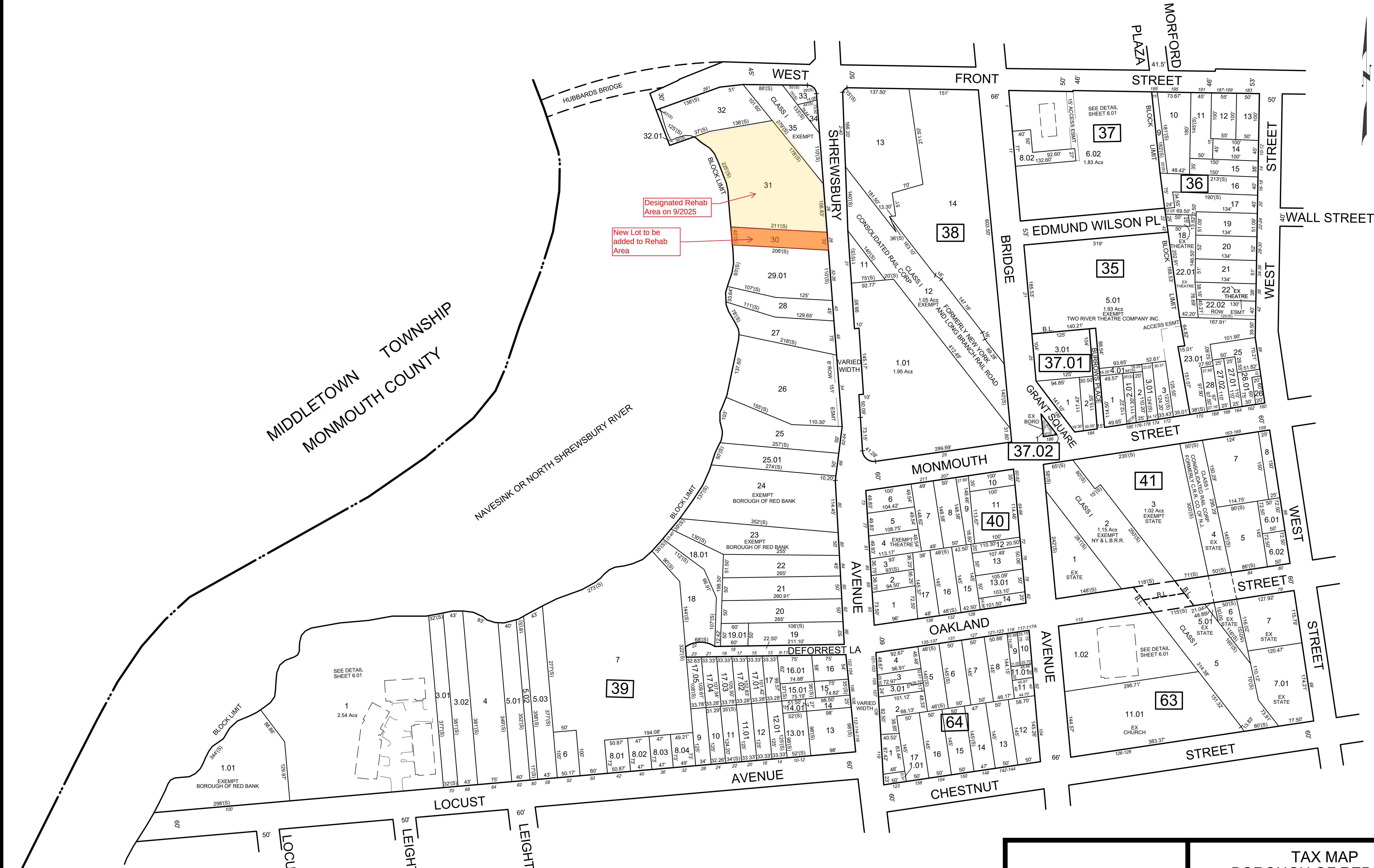
**RESOLUTION REFERRING TO THE PLANNING BOARD A PROPOSED
RESOLUTION DETERMINING BLOCK 39, LOT 30 AN AREA
IN NEED OF REHABILITATION**

WHEREAS, The Red Bank Borough Council is contemplating the attached resolution determining a delineated area within Borough (Attachment A) an area in need of rehabilitation; and,

WHEREAS, the delineated area is an undersized parcel, consisting of an existing driveway, adjacent to a larger parcel at Block 39, Lot 31 already designated as an Area in Nood of Rehabilitation; and,

WHEREAS, the Local Housing and Redevelopment Law (40A:12A-14) and requires the governing body to submit the proposed resolution determining an area in need of rehabilitation, to the Planning Board for its review prior to designation of the area;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, as forwards the proposed attached resolution to the Planning Board for its review and recommendation.



* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT

TAX MAP
BOROUGH OF RED BANK

MONMOUTH COUNTY
SCALE - 1" = 100'

NEW JERSEY
DATE: JULY 2024

ERICK E. MUFF

PROFESSIONAL LAND SURVEYOR
NEW JERSEY LICENSE NO. 28142
215 BELLEVUE AVENUE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

TO SHOW CONDITIONS AS OF DECEMBER 2024

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-

**RESOLUTION DETERMING BLOCK 39, LOT 30 AN AREA
IN NEED OF REHABILITATION**

WHEREAS, the Red Bank Borough Council has explored the utilization of the Local Redevelopment and Housing Law (40A:12A) to advance community interests and to efficiently employ legal redevelopment mechanisms; and,

WHEREAS, the Borough Council at this point has no interest in utilizing two of the powers contained within the Local Redevelopment and Housing Law within this proposed rehabilitation area, namely the power of eminent domain and the power to enter into long term tax abatements; and,

WHEREAS, the Local Redevelopment and Housing Law contains three processes or designation a municipality can utilize under the law- a redevelopment area with condemnation; a redevelopment area without condemnation; and, an area in need of rehabilitation; and,

WHEREAS, the area in need of rehabilitation designation is the only one of the three that does not allow either condemnation or long-term tax abatement; and

WHEREAS, the Borough finds that a program of rehabilitation as defined in 40A:12-A-3 may be expected to prevent deterioration and promote the overall development of the community; and,

WHEREAS, the Borough Council has submitted to the Planning Board for its review this resolution determining Block 39, Lot 30 within the Borough to be an area in need of rehabilitation in accordance with the Local Redevelopment and Housing Law, 40A:12A; and,

WHEREAS, the Planning Board recommends Block 39, Lot 30 within the Borough's existing rehabilitation area, which are now included in Attachment A; and,

WHEREAS, the Local Redevelopment and Housing Law (40A:12A-14) requires that at least one of six conditions exists to qualify as an area in need of rehabilitation; and,

WHEREAS, one of the conditions qualifying an area in need of rehabilitation is that there is a continuing pattern of vacancy, abandonment, or underutilization of properties in the area; and,

WHEREAS, the overall conditions of the site and the requirements of Local Redevelopment and Housing Law, namely the underutilization of the subject areas, warrant the need for the area in need of rehabilitation designation of Block 39, Lot 30 within the municipality; and,

WHEREAS the Local Redevelopment and Housing Law (40A:12A-14) and requires the governing body to submit the proposed resolution determining an area in need of rehabilitation, to the Planning Board for its review prior to designation of the area.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, Block 39, Lot 30 (Attachment A) be designated an area in need of rehabilitation the Local Redevelopment and Housing Law.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-250

**RESOLUTION TO ADOPT NOTICE OF PUBLIC MEETING DATES OF THE
BOROUGH COUNCIL FOR CALENDAR YEAR 2026**

WHEREAS, Public Law 1975, Chapter 231, Section 13, requires every public body to post and maintain posted, to distribute to designated newspapers and to file with the Municipal Clerk for the purpose of public inspection, a schedule of the regular meetings of any public body to be held during the calendar year; and

WHEREAS, such schedule is required to contain the location of each meeting to the extent it is known and the time and date of each meeting; and

WHEREAS, Public Law 1975, Chapter 231, Section 3d, provides that where the annual notice or revisions, thereof, in compliance with Section 13 of the Act sets forth the location of any meetings, no further notice shall be required for such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Red Bank, County of Monmouth, State of New Jersey; that:

1. All regular meetings of the Borough Council during January 2026 through December 2026 shall take place on the first floor of the Council Chambers of the Municipal Building, 90 Monmouth Street, Red Bank, New Jersey, unless conditions exist within the Borough whereby in-person meetings are inadvisable under the State's public health guidelines. In such event the meeting cannot be held in person, an electronic meeting will be scheduled with adequate notice sent to the official newspapers and posted on the Municipal website at www.redbanknj.org in the ordinary course.

2. Should it be deemed necessary, an executive session may be incorporated into the regular meetings scheduled upon the closing of the regular meeting at which time formal actions may be taken

3. An official notice of the annual meetings of the above bodies shall be mailed to the Asbury Park Press and shall be printed in same. A copy of this notice will be sent to The Star-Ledger and Two River Times for informational purposes only.

4. A certified copy of this resolution shall be posted and shall be maintained posted on the official bulletin board in the Municipal Building and a certified copy shall be kept on file by the Borough Clerk for the purpose of public inspection.

5. Certified copies of this resolution to Borough Manager, CFO, Borough Attorney, Auditor and any other interested parties.

SCHEDULE A

BOROUGH COUNCIL MEETING DATES CY 2026

(2ND AND 4TH THURSDAY AT 6:30 P.M. UNLESS OTHERWISE NOTED - SEE BELOW)

2026

January 1 (1st Thursday- REORGANIZATION @ 12 Noon)

January 8 and 22

February 12 and 26

March 12 and 26

April 9 and 23

May 14 and 28

June 11 and 25

July 9 and 23

August 13 and --

September 10 and 24

October 8 and 22

November 12 and --

December 10 and --

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-251

**RESOLUTION AWARDING A CONTRACT TO FERNANDES CONSTRUCTION, INC.
FOR STATION PEDESTRIAN INTERSECTION IMPROVEMENTS
(DR JAMES PARKER AND BRIDGE INTERSECTION)**

WHEREAS, the Borough of Red Bank (the “Local Unit”), requires a qualified contractor for the Station Pedestrian Intersection Improvements (Drs James Parker and Bridge Avenue Intersection); and

WHEREAS, the borough invited bidders for said services and received the following responses on Friday, December 5, 2025; four (4) bids were received and are summarized as follows; and

<u>Contractor</u>	<u>Amount Bid</u>
1) Fernandes Construction, Inc.	\$257,601.91
2) Seacoast Construction	\$362,402.12
3) Fiore Paving Co, Inc	\$390,378.50
4) Diamond Construction	\$613,975.00

WHEREAS, T&M Associates and the Borough Manager reviewed and tabulated the bids including bidder qualifications and determined that the lowest responsible bidder Fernandes Construction, Inc. has no objection to completing the project based on the bid prices submitted in the amount of \$257,601.91, all inclusive, as available funding permits; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank that a contract is awarded to Fernandes Construction, Inc., in the total amount of \$257,601.91 subject to the following:

1. The award should be subject to review and approval by the Borough Attorney, including a review of all the bid bond and surety provided by the lower bidder.
2. Bid and bid securities of the second lowest responsible bidder: Seacoast Construction Fiore Paving Co, Inc., are to be retained and held open, pending execution of the contract agreement by Fernandes Construction, Inc..
3. Upon execution, T&M Associates is to be provided with three (3) signed and sealed copies of the resolution forwarded to our office for further execution

C-04-24-028-530

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-252

**RESOLUTION APPROVING SHARED SERVICES AGREEMENT WITH THE
RED BANK PUBLIC LIBRARY FOR THE BOROUGH'S PROVISION OF CERTAIN
SERVICES AND ADDITIONAL CONTRIBUTIONS FOR THE CONTINUED AND
IMPROVED OPERATION OF A FREE PUBLIC LIBRARY WITHIN THE BOROUGH**

WHEREAS, the Red Bank Public Library (the "Library") is a free public library formed and operated under N.J.S.A. 40:54-1, *et seq.* within the the Borough of Red Bank (the "Borough"); and

WHEREAS, by Deed, dated January 1, 1937, between H. Raymond Eisner and the Borough, the building and grounds occupied by the Library was bequeathed to the Borough subject to certain conditions; and

WHEREAS, pursuant to said Deed, the Borough must maintain the building and grounds of the Library in perpetuity; and

WHEREAS, the Borough maintains its own Public Utilities Department, with the manpower and equipment necessary to best maintain and repair the Library's building and grounds; and

WHEREAS, beyond responsibility to maintain the Library's building and grounds, and in addition to the statutorily required funding due the Library under N.J.S.A. 40:54-8, the Borough has also made Additional Contributions, including subsidization of certain expenses, to the Library to ensure the continued provision of adequate and appropriate library services to the Borough's residents; and

WHEREAS, both the Borough and Library have agreed upon the continued provision by the Borough of certain services to maintain and repair the Library's building and grounds, as well as the continuation of certain Additional Contributions by the Borough to the Library, as memorialized in the Shared Services Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Council of the Borough of Red Bank as follows:

1. That the Borough is authorized to enter into the revised Shared Services Agreement, which is attached hereto as Exhibit A, with the Red Bank Public Library.
2. That the Borough Manager is authorized to execute the Shared Services Agreement.
3. That a certified copy of this resolution shall be provided to the Borough Manager, Borough CFO, Borough DPU Director, and the Red Bank Public Library.

EXHIBIT A

SHARED SERVICES AGREEMENT BETWEEN THE RED BANK PUBLIC LIBRARY AND THE BOROUGH OF RED BANK FOR THE PROVISION OF SERVICES BY THE BOROUGH OF RED BANK TO THE RED BANK PUBLIC LIBRARY.

THIS SHARED SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of December 2025, by and between the RED BANK PUBLIC LIBRARY, a Public Corporation of the State of New Jersey (the "Library"), and the BOROUGH OF RED BANK, a Municipal Corporation of the State of New Jersey (the "Borough").

WHEREAS, the Borough is a duly formed municipal corporation of the State of New Jersey and has its own Public Works Department with adequate manpower and equipment necessary to fulfill the obligations as contemplated by this Agreement; and,

WHEREAS, the Library is a Public Corporation formed pursuant to *N.J.S.A. 40:54-1, et seq.*, the Local Public Library Law, and located within the jurisdictional boundaries of the Borough; and,

WHEREAS, pursuant to a recorded deed and indenture dated January 1, 1937 by and between H. Raymond Eisner, *et al.*, and the Borough, a copy of which is attached hereto and incorporated as if more fully set forth herein, the current building and premises occupied by the Library was bequeathed to the Borough upon stated conditions; and,

WHEREAS, pursuant to the said recorded deed and indenture, the Borough is responsible to maintain the building and grounds of the Library and provide staffing for routine maintenance; and,

WHEREAS, both the Borough and Library are desirous of the Borough performing certain services with respect to the Library grounds as contemplated in that certain deed and indenture, and providing for continuity and accountability of the same.

NOW THEREFORE, in consideration of the mutual promises, covenants and consideration as set forth in this Shared Services Agreement, the Library and Borough do hereby agree as follows:

1. Recitals Incorporated: The above recitals are incorporated into this section of this Agreement as if fully set forth at length herein.

2. Nature and Extent of Services to Be Performed: The Borough shall perform the following services at and for the Library:

A. Custodial Services: Subject to the direction and discretion of the Borough's DPU Director, the Borough shall perform the general custodial duties set forth in the Custodial Checklist which is annexed and incorporated herein as if more fully set forth, according to the daily, weekly and as-needed schedule set forth therein, including:

1. All bathrooms daily.
2. General building tasks daily.

3. General building tasks weekly
4. Main floor administrative offices
5. Eisner Room Computer Lab
6. Clean 2nd Floor (West Room).
7. 2nd Floor – Rooms & Offices
8. Clean 3rd Floor – Breakroom

The above-listed Custodial Services shall be an Additional Contribution from the Borough to the Library, and the Borough shall bear the full payroll costs for the provision of Custodial Services to the Library, including Wages, Health Benefits Premiums less Contributions, PERS at 15%, DCRP at 3%, FICA Medicare at 1.45%, FICA Social Security at 6.2%, NJFLI at 0.33%, NJSDI at 0.23%, NJSUI at 0.125%, and NJSUI (nr) at 0.3%.

- B. Snow Removal: Snow removal shall include plowing, salting and/or sanding depending on conditions, and performed on an as needed basis as directed by the Director of Public Works of the Borough. The Library Director may request that the Director of Public Works schedule the work be performed.
- C. Grass Cutting: The Borough shall be responsible for cutting the grass on the Library property on an as-needed basis as directed by the Director of Public Works of the Borough. The Library Director may request that the Director of Public Works schedule the work be performed. The Borough will be responsible for treating Library property with dandelion treatment on an annual basis.
- D. The Borough shall be responsible for maintaining the landscaping on the Library property on an as needed basis as directed by the Director of Public Works of the Borough. The Library Director may request that the Director of Public Works schedule the work be performed.
- E. The Borough shall be responsible for maintenance or repair of all Library grounds, building and facilities, including minor maintenance and repair of electric, plumbing, roofing, HVAC, elevator or other utility systems on an as-needed basis as directed by the Director of Public Utilities of the Borough. The Library Director may request that the Director of Public Utilities schedule the work be performed in a timely and workmanlike manner.
- F. The Borough shall be responsible for maintaining the bulkhead along the Shrewsbury River adjacent to the Library property to ensure its structural integrity and long-term sustainability for the benefit of the community. The Library and the Borough understand that bulkhead work may require substantial work which may require planning, NJDEP and/or Army Corps of Engineer approvals and other governmental permits, which shall be coordinated jointly with the Library Administration and the Borough. The Borough shall provide routine maintenance, including but not limited to minor material treatment or replacement, cleaning and sand replacement or removal.
- G. Workers' Compensation/Property Liability Insurance. The Borough shall make an Additional Contribution to the Library on an annual basis by paying for all workers' compensation and property liability insurance covering the Library and its employees.

- H. From January 1, 2025 through December 31, 2025, except for the Additional Contributions from the Borough identified in this Section 2, the Library shall bear all other costs of operation from its annual appropriation required by State law, including all payroll costs for the employees of the Library, including Wages, Health Benefits Premiums less Contributions, FICA Medicare at 1.45%, FICA Social Security at 6.2%, NJFLI at 0.33%, NJSDI at 0.23%, NJSUI at 0.125%, and NJSUI (nr) at 0.3%. In the event that such payroll costs are less than anticipated in 2025, and provided that the Library has received its full annual appropriation required by State law, then the excess shall be retained the Borough to offset its Additional Contributions set forth in this Section.

Beginning January 1, 2026, except for the Additional Contributions from the Borough identified in this Section 2, the Library shall bear all other costs of operation from its annual appropriation required by State law, including all payroll costs for the employees of the Library, including Wages, Health Benefits Premiums less Contributions, PERS at 15%, DCRP at 3%, FICA Medicare at 1.45%, FICA Social Security at 6.2%, NJFLI at 0.33%, NJSDI at 0.23%, NJSUI at 0.125%, and NJSUI (nr) at 0.3%. In the event that such payroll costs are less than anticipated in any given year, and provided that the Library has received its full annual appropriation required by State law, then the excess shall be retained the Borough to offset its Additional Contributions set forth in this Section.

3. Fiscal and Financial Access; Payroll and Benefits: The Borough shall ensure that the Library Director has full access to all payroll and financial budgetary systems, as well as all expenditure records related to the Library. This access shall include, but is not limited to, Edmunds, payroll information for all full-time and part-time Library employees, deductions, benefits, contributions to health benefits, FICA, SSI, and any other regular or employee-initiated payroll deductions, in accordance with the established pay schedule. Employee contributions to mandated payroll deductions for health and pension benefits shall be recognized and applied before any health insurance deductions are made from the Library's appropriated funds.

4. Level of Quality and Scope of Performance: Employees of the Borough's Department of Public Works shall at all times perform the work required by this Agreement in a professional and workmanlike manner. If any complaints are received regarding the level of performance or professionalism of any of the employees of the Department of Public Works, said matter shall be handled through the Department of Public Works of the Borough and appropriate measures shall be immediately taken to correct the situation which resulted in the complaints.

5. Capital Improvements Committee: The Library and the Borough recognize, understand and have made themselves aware through an inspection of the premises prior to execution of this Agreement by both parties, that the existing Library Building requires substantial work to meet Borough building maintenance standards and remain in a safe, secure and healthy environment for members of the public and the Library staff.

- A. The Library and the Borough agree that within ninety (90) days of the execution of this Agreement, they shall form a Capital Improvements Committee composed of such representatives of the Borough, Borough Council, Library Administration and Library Trustees as the parties shall deem appropriate, which shall develop a plan for the permanent improvement, replacement or other long-term permanent solutions for such physical plant items as roof, plumbing, heating or HVAC, bulkheading, paving or other similar capital improvements.

- B. The Capital Improvements Committee shall also develop a funding program to pay for or offset the cost of capital improvements for the Library. The Borough shall commit to fundraising efforts by and through state and federal funding and grant resources together with the Library, and shall make available appropriate bonding capacity for essential capital improvements; PROVIDED, HOWEVER, that fundraising shall not limit or curtail capital improvements which must be implemented to meet Borough building maintenance standards and keep the Library in a safe, secure and healthy environment for members of the public and the Library staff.
- C. The Capital Improvements Committee shall meet at least quarterly and develop a timeline for capital improvements and may weight that timeline according to the most essential capital improvements to meet Borough building maintenance standards and remain in a safe, secure and healthy environment for members of the public and the Library staff. Capital improvements projects need not be tied to another capital improvements project if such will delay an essential project or exceed cost projections over a reasonable amount of time.

6. Duration of Contract: This Agreement shall be valid and in force for a period of five (5) years commencing on January 1, 2025 and terminating December 31, 2029, with an option to renew this Agreement by the parties by mutual consent in writing for five (5) additional years ending December 31, 2034.

7. Termination of This Agreement: This Agreement may be terminated by either party upon ninety (90) days advance written notice to the other party during the months of April, May, June, July, August or September of any year. The reason for the termination procedures as set forth above is to assure that one party may not unilaterally terminate this Agreement during the months of any given year when the services to be performed pursuant to this Agreement are more likely to be needed. This will prevent one party from unilaterally terminating the Agreement during said months which could potentially cause an undue burden and hardship to the non-terminating party.

8. Shared Services and Consolidation Act to Apply: The Shared Services and Consolidation Act, *N.J.S.A 40A:65-1, et seq.*, shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.

9. Approvals Necessary: This Agreement shall not be considered binding upon the parties until an appropriate Resolution or Ordinance adopting the same has been approved by the governing body of the Borough and the Board of Trustees of the Library.

10. Severability: Should any provisions of this Agreement be held invalid or unenforceable by a Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

11. Entire Agreement: This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed by an appropriate official of each party after a duly adopted authorizing resolution.

12. Governing Law: This Agreement shall be governed and construed by the laws of the

State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey.

13. Notices: Any notices given pursuant to this Agreement shall be given as follows:

For the Borough: Mayor William Portman
Office of the Mayor
Borough of Red Bank
90 Monmouth Street
Red Bank, New Jersey 07701

James Gant, Borough Manager
Borough of Red Bank
90 Monmouth Street
Red Bank, New Jersey 07701

For the Library: Candyce Valor, Director
Office of the Library Director
Red Bank Public Library
84 West Front Street
Red Bank, New Jersey 07701

Ann Goldman
President, Red Bank Public Library Board of Trustees
Red Bank Public Library
84 West Front Street
Red Bank, New Jersey 07701

14. Default: A violation, breach, or failure to perform any of the terms, conditions or obligations under this Agreement shall constitute a default by the violating, breaching or non-performing party. If the default is a monetary default on behalf of the Library, and the same is not cured within forty-five (45) days after receipt by the Library of notice of the default, the Borough may terminate this Agreement without liability. With respect to any default other than a monetary default by the Library, the parties may avail themselves of all rights and remedies to which they are legally entitled under this Agreement.

15. Waiver: The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party.

16. Right of Inspection: The Borough understands and agrees that the Library reserves the right to send employees or representatives of the Library to inspect any and all work performed by the Borough pursuant to this Agreement either during the time of actual performance or subsequent thereto:

17. Indemnification: The Borough agrees to protect, defend, indemnify and save harmless the Library and its officers, agents and employees from any and all losses, claims, actions, costs, expenses, and judgments arising out of the sole negligence of the Borough or any employees, agents or officers thereof related to the performance of the work contemplated by this Agreement.

18. Copies to Be Used as Originals: Any copies of this Agreement once signed may be deemed to be originals for any purposes.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties have executed this Agreement signed, duly acknowledged and sealed the day and year first above written.

BOROUGH OF RED BANK

RED BANK PUBLIC LIBRARY

James Gant, Borough Manager

Ann Goldman, President – Board of Trustees

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-253

**RESOLUTION ADOPTING THE BOROUGH'S UPDATED PERSONNEL
POLICIES AND PROCEDURES MANUAL PURSUANT TO RED BANK
BOROUGH CODE CHAPTER 105**

WHEREAS, the Borough of Red Bank (the "Borough") maintains a Personnel Policies and Procedures Manual to provide clear, consistent guidance for employees and supervisors; and

WHEREAS, the Borough must regularly update its Personnel Policies and Procedures Manual to ensure compliance with current regulations and align policies with the Borough's organizational structure and technology; and

WHEREAS, the Borough's Human Resources Manager has updated and revised the Borough's Personnel Policies and Procedures Manual to incorporate new policies, including the Donated Leave Policy and the Protection and Safe Treatment of Minors Policy, reflecting the Borough's commitment to a modern, safe, and legally compliant work environment;

NOW, THEREFORE BE IT RESOLVED, that the Mayor & Council of the Borough of Red Bank does hereby adopt and implement, effective December 11, 2025, the updated Personnel Policies and Procedures Manual attached hereto as Exhibit A.



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PERSONNEL POLICIES & PROCEDURES
MANUAL

BOROUGH OF RED BANK

DECEMBER 2025



[INTENTIONALLY LEFT BLANK, SEE BELOW PAGES]

IMPORTANT NOTICE

THIS MANUAL IS NOT AN EMPLOYMENT CONTRACT BETWEEN THE BOROUGH OF RED BANK (THE “BOROUGH”) AND OUR EMPLOYEES.

THERE ARE NO PROMISES OF ANY KIND BY THE BOROUGH CONTAINED IN THIS MANUAL. REGARDLESS OF WHAT THIS MANUAL SAYS OR PROVIDES, EXCEPT TO THE EXTENT COVERED BY A COLLECTIVE BARGAINING UNIT AGREEMENT OR OTHER EMPLOYMENT CONTRACT, THE BOROUGH PROMISES NOTHING AND RESERVES ITS RIGHT TO CHANGE WAGES AND ANY AND ALL OTHER WORKING CONDITIONS, AND ANY OTHER POLICY OR PROVISION SET OUT IN THIS MANUAL AT ANY TIME, AND WITHOUT HAVING TO CONSULT ANYONE AND WITHOUT ANYONE'S AGREEMENT. EMPLOYEES WITH QUESTIONS REGARDING THE APPLICABILITY OF A PARTICULAR POLICY OR PRACTICE OF THE BOROUGH, OR ANY PROVISION OF THIS MANUAL SHOULD ASK THEIR SUPERVISOR, DEPARTMENT HEAD, HUMAN REOURCES MANAGER OR THE BOROUGH MANAGER .

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GENERAL PERSONNEL POLICY

The contents of this Personnel Policies and Procedures manual (“the Manual”) summarize the current benefits and guidelines within the Borough of Red Bank (“the Borough”) and are intended as guidelines only.

It is the policy of the Borough of Red Bank to treat employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Borough apply to all employees, volunteers, elected or appointed officials and independent contractors. This manual supersedes the previous Borough of Red Bank Policy and Procedures Manual, and to the extent that any provisions of this manual differ from the prior manual, the provisions of this manual are in effect. In the event there is a conflict between these provisions and any collective bargaining agreement, personal services contract, the Police Department Rules and Regulations for the Governing of the Police Department, or Federal or State law, the terms and conditions of that agreement, contract, rules and regulations, or law shall prevail. If any provision of this manual is deemed invalid, that part of the manual will be suspended, but the remainder of the manual will remain in effect. In all other cases, these policies and procedures shall prevail.

The Borough Manager is empowered to appoint all Borough employees subject to law, statute and ordinance. No person shall be employed or promoted unless there exists a position created by an ordinance or resolution adopted by the Mayor and Council, as well as the necessary budget appropriation and salary ordinance.

The Borough Manager and all managerial/supervisory personnel are authorized and responsible for the application of personnel policies and procedures. The Borough Manager and the Human Resources Manager shall have access to the Borough Attorney for guidance in personnel matters.

As a general principle, the Borough of Red Bank has a “no tolerance” policy towards workplace wrongdoing. Borough of Red Bank officials, employees and independent contractors are to report anything perceived to be improper to their supervisor or Borough of Red Bank official. The Borough of Red Bank believes strongly in an Open Door Policy and encourages employees to talk with their supervisor, Department Head, Human Resources Manager, or Borough Manager concerning any problem.

This Personnel Policies and Procedures Manual adopted by the Mayor and Council is only intended to provide guidelines covering public service by Borough of Red Bank employees, and is not a contract. This manual contains many, but not necessarily all, of the rules, regulations, and conditions of employment for Borough of Red Bank personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Borough of Red Bank.

To the maximum extent permitted by law, the Borough of Red Bank operates under the legal doctrine known as “employment at will.” Within Federal and State law, and any applicable bargaining unit agreement, the Borough of Red Bank shall have the right to terminate an employee at any time and for any reason, with or without notice, except that the Borough of Red Bank shall comply with all Federal and State Laws regarding termination or dismissal.

SECTION 1

Policies Relating to Employee Rights and Obligations

The following policies identify certain individuals by that person’s official title. For your convenience, a list of “Key Contacts” is attached which further identifies each individual presently holding each job title specified along with their contact information.

A. Equal Employment Opportunity Policy

The Borough of Red Bank 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) and all other applicable state or federal laws. Under no circumstances will the Borough discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital 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, breastfeeding, childbirth, liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding 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, Human Resources Manager, the Borough Manager, or any other supervisor with whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment and Discrimination and set forth in this Manual.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Policy Against Harassment and Discrimination set forth in this Manual.

B. Americans with Disabilities and Pregnant Workers Fairness Policy

The Borough complies with the New Jersey Law Against Discrimination, the Americans with Disabilities Act and the federal Pregnant Workers Fairness Act (“PWFA”). The Borough will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability,

pregnancy, pregnancy-related medical condition, breastfeeding or childbirth. The Borough also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities or with known limitations related to pregnancy, childbirth or related medical conditions, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that accommodations do not require significant difficulty or expense. The Borough's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

Definitions. The Americans with Disabilities Act defines an individual with a disability as any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking;
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities, nor are minor impairments, such as vision problems that are correctable with glasses.

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

A qualified individual is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position held or sought. An individual who poses a threat to the health and safety of oneself or to others is not qualified. Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the Borough, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

The Pregnancy Workers Fairness Act ("PWFA") defines "pregnancy and childbirth" as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Qualified employees or prospective employees with disabilities, or who need accommodations due to pregnancy, childbirth, or related medical conditions, may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Human Resources Manager. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, or include an explanation of the pregnancy-related limitation and identify the nature of the accommodation or consideration desired.

The Borough may require the employee to provide adequate medical or other appropriate documentation of the disability or pregnancy or childbirth-related condition and the need for the desired accommodation. The Borough will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability or employee affected by pregnancy or childbirth unless the accommodation would impose an undue hardship on the Borough's business operation.

To further the Borough's nondiscrimination policy, the Borough will:

- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Borough may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

- Making existing facilities accessible and usable;
- Job restructuring;
- Part-time or modified work schedules;
- Acquiring or modifying equipment or devices;
- Appropriate adjustment or modifications of testing materials, training materials, and/or policies;
- Reassignment to a vacant position.

In the case of an employee needing accommodations for pregnancy or childbirth, a reasonable accommodation may include the temporary suspension of essential functions and/or modifications or adjustments that permit the temporary suspension of essential functions.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with

privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

The Borough is also committed to not discriminating against any qualified employee or applicant because he or she is related to or associated with a person with a disability. If any applicant or employee has questions concerning the Borough's equal employment opportunity policy, he or she should contact the Human Resources Manager.

C. Policy Against Harassment and Discrimination

The Borough is committed to providing a work environment that is free of discrimination. The Borough will not tolerate harassment of or by employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

Applicability. This policy applies to all people employed by the Borough, as well as volunteers working on behalf of the Borough, and prohibits such conduct by or towards all such employees/volunteers. Independent contractors, vendors and all other parties, engaged in a professional business relationship with the Borough are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

Purpose. This policy is designed to ensure all employees a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management's attention.

Provisions. All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Borough prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or

F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy. A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.

This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

Sexual Harassment. The Borough prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

- (1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
- (2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or
- (3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

B. Prohibited Conduct: No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

- (1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- (2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;

(3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;

(4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment or discrimination should report the incident by following the Borough's Complaint Reporting Procedure and Investigations Policy within this Manual. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

The harassment or discrimination does not have to occur on the Borough's property during regular work hours for an employee to file a complaint.

The Borough strongly encourages employees who witness conduct which they believe violates the Borough's Policy Against Harassment and Discrimination to report the violation. The Borough encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

Retaliation Prohibited. The Borough encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Borough Manager for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Legal Effect. This Policy Against Harassment and Discrimination is to be construed as a unilateral expression of the policy of the Borough concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby

disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Borough's Policy Against Harassment and Discrimination should contact the designated Affirmative Action Officer and/or Borough Manager. See Key Contacts List.

Training. The Borough recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Borough acknowledges the importance of ensuring that employers' policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the Borough that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Borough will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

D. Transitional Duty Policy

The purpose of this policy is to establish procedures for temporary, modified work assignments for employees recovering from work-related injuries or illnesses to facilitate a safe and timely return to work. Transitional duty assignments support employee recovery, maintain morale, and assist in compliance with the Americans with Disabilities Act (ADA).

The Borough will attempt 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. Transitional duty is not guaranteed and will not exceed 45 workdays. If a department already has one employee on transitional duty, it is unlikely that another employee from that department will be assigned transitional duty.

The Human Resources Manager shall be responsible for coordinating transitional duty assignments, communicating with the treating physician, and ensuring compliance with all applicable laws.

An employee requesting transitional duty, or, when relevant, the Workers' Compensation Physician, shall notify the Human Resources Manager as soon as the temporarily disabled employee is aware that he or she will be able to return to work with restrictions. Transitional duty will only be assigned if it is the Borough's expectation that the employee will be able to perform the essential functions of the position after the transitional duty period. The Human Resources Manager will consult with the employee's supervisor to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be made in any department, and are not required to take place in the employee's currently-assigned department. The Human Resources Manager and Borough Manager will decide if it is in the best interest of the Borough to approve a transitional duty request. The Borough reserves the right to terminate the transitional duty assignment at any time without cause or prior notice.

Employees may not refuse transitional duty assignments that are recommended or approved by the Workers' Compensation Physician. Failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Human Resources Manager who will render a written response within a business day.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Borough Manager. If transitional duty is approved, the employee or Workers' Compensation Physician must keep the Human Resources Manager informed of the employee's medical progress. The Borough may require a Functional Capacity Evaluation (FCE) or medical documentation to assess an employee's ability to perform transitional duty or return to full duty. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments upon prior notice of at least 24 hours, but must request leave time for any other reason.)

If, at the end of transitional duty period, the employee is not able to return to work without restrictions, the Borough reserves the right, at its sole discretion, to extend the transitional duty or place the employee back on medical leave for Workers' Compensation or temporary 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.

E. Contagious or Life Threatening Illnesses Policy:

The Borough is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Borough respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The Borough provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness, and demonstrate the Borough's continued commitment to its affirmative action goals related to physically disabled employees.

If an employee has learned that he or she has a contagious or life threatening illness, including but not limited to HIV/AIDS, the employee should take all steps to protect further spread of the disease or illness.

When appropriate, the employee's Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. Employees with such conditions, who are able to meet appropriate standards and whose continued employment does not pose a threat to their own health and safety or that of others, are assured equal employment opportunities and reasonable accommodations in their employment. If an employee is able to work, he or she is expected to be productive. If the individual cannot work, then he or she may be eligible for disability benefits.

Consistent with the concern for employees with life-threatening illness, the Borough offers the following resources through the human resources official:

- 1) Employee education and information on terminal illnesses and specific life-threatening illnesses.
- 2) Referral to agencies and organizations which offer supportive services for life-threatening illnesses.
- 3) Consultation in assisting employees in efficiently managing health, leave and other benefits. The Borough encourages employees who need these resources to contact the human resources official.

F. Safety Policy

The Borough of Red Bank will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (“PEOSHA”). The Borough of Red Bank 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 unsafe condition, practice, procedure or act must be immediately reported to the employee’s supervisor or Department Head. Any on-the-job accident, or any accident involving Borough of Red Bank facilities, equipment, or motor vehicles must also be immediately reported to the employee’s supervisor, Department Head or Human Resources Manager, and first aid administered where appropriate. The Borough has established a Safety Committee to discuss and recommend solutions to safety problems.

G. Driver’s License Policy

Any employee whose work requires the operation of Borough vehicles must hold a valid and appropriate New Jersey State Driver's License for the vehicle to be operated.

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

Periodic checks of employee's driver’s licenses through visual and formal Motor Vehicles Commission review checks shall be made by the Human Resources Manager. Any employee who does not hold a valid driver's license will not be allowed to operate a Borough vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a Borough vehicle must notify their immediate supervisor within twenty-four (24) hours when their license is expired, suspended or revoked, or if the employee is unable to obtain an occupational permit from the State Department of Licensing. An employee who fails to report any such 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 Borough vehicle, shall be subject to possible termination.

Any information obtained by the Borough in accordance with this section shall be used by the Borough 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.)

H. Workplace Violence Policy

The Borough of Red Bank 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 prosecuted to the fullest extent of the law. This includes any violence or threats made on Borough of Red Bank property, at Borough of Red Bank events, or under other circumstances that may negatively affect the Borough of Red Bank's ability to conduct business.

Prohibited conduct includes, but is not limited to:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury in another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on Borough of Red Bank property, or while on Borough of Red Bank business, except with the authority of the Police Chief; and
- Committing acts motivated by, or related to, sexual or other forms of workplace harassment or domestic violence.
- Additional examples of prohibited behavior include stalking, intimidation, harassment through electronic or written communications, threatening or coercive language, or the unauthorized possession or misuse of any weapon or dangerous device.

Any potentially dangerous situations must be immediately reported. In the event of an emergency, employees must first contact 911 and then immediately speak with their Department Head or the Human Resources Manager or the Borough Manager. All reports will be investigated promptly and confidentially. Violations of this policy may result in disciplinary action up to and including termination and may be referred to law enforcement for further action.

Retaliation against anyone who reports workplace violence in good faith is strictly prohibited. The Borough will protect the confidentiality of individuals making reports to the extent practicable. Nothing in this policy alters any other reporting obligations required by Borough policy or applicable law.

I. Anti-Retaliation Policy

No person who reports unlawful harassment, discrimination, retaliation or other unlawful conduct, or who furnishes information or testimony with respect to the occurrence of such matters, shall be subject to retaliation in any form from the Borough, Borough Officials, Department Heads, supervisors, employees, volunteers or other non-employees.

Regardless of when or where it takes place, if you have a good faith reasonable belief that you have been subjected to, or become aware of another individual who has been subjected to, retaliation in violation of this policy, the Borough urges you to promptly report it directly to the Department Head, or Human Resources Manager or the Borough Manager.

Retaliation can take different forms including, but not limited to, discouraging the making, filing, pursuit or participation in an investigation of a complaint made to the Borough or a Federal or State agency, as well as written or oral statements, conduct, threats of harm or intimidation, or other behavior which negatively effects a person's work environment, pay, or other terms, conditions or privileges with the Township.

If an employee or non-employee makes a complaint about you, do not take any action or otherwise engage that individual with respect to their complaint. Instead, allow the Borough to address the matter in order to avoid another issue or dispute from arising. The Borough forbids any form of retaliation against an employee or non-employee for making a complaint.

The investigation will be performed by an individual who is not alleged to be involved in the claimed harassment, discrimination or wrongdoing. All Borough employees share in the responsibility for assuring that by their personal actions, the Borough's policies are effective and apply uniformly to everyone.

Accordingly, any Borough Officials, Department Heads, supervisors or other employees involved in retaliation will be subject to corrective action up to and including termination. The Borough will likewise take appropriate action for retaliatory acts committed by outsiders which are directed at a Borough employee.

J. "Whistle Blower" Policy

As a matter of policy, the Borough abides by all federal, state, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting the Borough to implement this policy.

In the ordinary course, a violation of this policy should be reported to the Human Resources Manager or Borough Manager in writing, signed by the employee. The written statement should detail the specific information the employee possesses so that the Borough may undertake an investigation.

The Borough or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this policy, even if an investigation reveals that no violation occurred. More specifically, neither the Employer nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:

- Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the Employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;

- Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the Employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care;
- Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any government entity;
- Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the Employer or any governmental entity.
- Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care; (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. See N.J.S.A. 34:19-3.

In accordance with the law, the employee must bring the violation to the attention of the Borough. Disclosure, however, is not required where: (1) the employee is reasonably certain that the violation is known to one or more supervisors; (2) the employee reasonably fears physical harm; or (3) the situation is emergent in nature. The employee must give the Borough a reasonable opportunity to correct the activity, policy or practice. It is the Borough's responsibility to correct or prevent such violations. This is a legal obligation and a practical necessity. A violation can taint the credibility of the Borough and cause the Borough and its employees to be subjected to adverse publicity leading to public distrust.

This policy is important to the Employer. Each employee should seek to resolve any problem within Employer channels before reporting it to any outside person or entity.

K. Complaint Reporting Procedure & Investigations Policy

This complaint procedure applies to all employee or non-employee complaints or reports of improper conduct involving discrimination, harassment, retaliation, threats of harm or intimidation, violation of the Public Employees Occupational Safety and Health Act ("PEOSHA"), violation of equal pay, or other matters involving the Borough. Among other things, employees and volunteers have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official, outside contractor or non-employee that they believe to be improper or in violation of law.

For instances involving you personally, the Borough encourages employees to communicate directly with the alleged wrong-doer, and make it clear that his/her behavior is unacceptable, but an employee is not required to do so.

In all instances, any employee or volunteer who feels that he or she is a victim of, witnesses or wishes to report any of the conduct identified within the Borough's EEO or Anti-Discrimination & Anti-Harassment Policies, by any Borough employee or a non-employee, should bring the matter to the immediate attention of his/her supervisor or any member of management. If that would prove to be uncomfortable, or in the event the alleged perpetrator is the complainant's supervisor, or if the complaint concerns retaliation or a violation of the Borough's Whistle Blower or Anti-Retaliation Policies, or a violation of PEOSHA then the complaint should be reported directly to the Human Resources Manager and/or the Borough Manager. A list identifying the individuals holding each of those job titles and their contact information is included under "Key Contacts." The employee should be asked, but is not required, to complete a Complaint Form. If the employee is reluctant to complete a written complaint, the person initially receiving the complaint will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the employee at appropriate intervals to ensure accuracy and completeness. Do NOT suggest any content – the notes must reflect only the statements made by the employee. At the conclusion of any discussion with an employee making a complaint, the person receiving the initial complaint as well as any subsequent person investigating the complaint will remind the employee and all others interviewed or contacted in connection with the allegations of the Borough's policy against retaliation, the consequences of violating that policy and encourage each person to immediately contact the Human Resources Manager and/or Borough Manager in the event of retaliation.

Every effort will be made to promptly investigate all allegations of unlawful discrimination, harassment or retaliation as confidentially as possible and to take appropriate corrective action, if warranted. This is not a guarantee that all matters will remain confidential as to all persons at all times.

Any employee or volunteer who is determined, after an investigation, to have engaged in conduct which violates this or another Borough policy will be subject to appropriate disciplinary action, up to and including discharge. The Borough will not tolerate any retaliation for making a good faith complaint or report, or assisting in an investigation of such a complaint. In the event the Borough determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken.

To investigate a complaint, it is typically necessary to interview the person making the complaint, the accused, and witnesses with knowledge of the allegations, various contentions, claims, facts or evidence. The Borough will strive to maintain confidentiality to the extent possible as it has a compelling interest in protecting the integrity of its investigations. In every investigation, the Borough also has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Borough may decide in some circumstances that to achieve these objectives, employees must maintain the investigation and their role in it in strict confidence. If the Borough reasonably imposes such a requirement and an employee does not maintain such confidentiality, the employee may be subject to disciplinary action up to and including immediate termination.

In the event the Borough conducts an investigatory interview of an employee in connection with an unfair practice charge pending before the Public Employment Relations Commission, the interviewer will inform the employee of the purpose of the questioning. No reprisal will occur in connection with that type of an interview and an employee's participation is voluntary. All such interviews will be conducted in an atmosphere free from hostility or coercion or improper questions about the employee's subjective state of mind.

Responsibility of Management & Supervisory Personnel. All management personnel, including Department Heads and Supervisors, are required to monitor the work environment to ensure that all employees and volunteers comply with the Borough's policies. When a supervisor learns of a violation, the supervisor shall assist the victim in reporting the alleged incident(s) of workplace wrongdoing or policy violation. The supervisor shall also immediately report all verbal or written whistle-blower complaints as well as complaints of pay inequity, discrimination, harassment and retaliation to the Department Head as well as the Human Resources Manager. In the event a complaint is against the Department Head, the complaint must be reported directly to the Human Resources Manager. The Borough's Human Resources Manager and/or Borough Manager will process complaints in accordance with the Employee Complaint Reporting Procedure and Investigations Policy contained within this Personnel Manual.

L. Access to Personnel Files Policy

The official personnel file for each employee shall be maintained by the Human Resource Manager. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. In accordance with Federal law, records relating to any medical condition will be maintained in a separate file and will not be included in the Personnel File. Electronic personnel and medical records must be protected from unauthorized access. Any employee may review their own file in the presence of the Human Resource Manager, upon reasonable notice.

The Borough endeavors to maintain the privacy of personnel records. There are limited circumstances in which the Borough will release information contained in personnel or medical records to persons outside the Borough. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of the Borough's compliance with applicable law;
- To the Borough's agents, Borough Manager, and attorneys, when necessary;
- In a lawsuit administrative proceeding, grievance, or arbitration in which the employee and the Borough are parties;
- In a workers' compensation proceeding;
- To administer benefit plans and claims;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other persons requesting a verification of your employment, provided the employee has signed a document authorizing the release of the records and information.

M. Conflict of Interest Policy

Employees, including Borough of Red Bank officials, must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Borough of Red Bank. Violations of this policy will result in appropriate discipline, up to and including termination.

The Borough recognizes the right of employees to engage in outside activities that are private in nature and unrelated to Borough of Red Bank business. However, business dealings that appear to create a conflict between the employee's personal interests and the Borough of Red Bank's interests are unlawful under the New Jersey Local Government Ethics Act (the "Act"). Whenever an employee believes that such a conflict will, or may, occur, the employee should immediately disclose the potential conflict to his/her supervisor, the Department Head, or Human Resources Manager. Under the Act, certain employees and officials are required to annually file with the Borough of Red Bank Clerk a state mandated disclosure form. The Borough of Red Bank Clerk will notify employees and Borough of Red Bank officials subject to the filing requirements of the Act.

One form of potential or actual conflict of interest occurs whenever an employee, including a Borough of Red Bank official, is in a position to influence a Borough of Red Bank decision that may result in a personal gain for the employee or an employee's immediate relatives, including a spouse, domestic partner, civil union partner or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose all possible conflicts so that the Borough of Red Bank may assess and prevent potential conflicts. If there are any questions as to whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Human Resources Manager to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Borough of Red Bank responsibilities. Outside employment with respect to members and employees of the Police Department is governed by Policy O-2 (Off Duty Employment) of the Red Bank Police Department Policies and Procedures. Employees are prohibited from engaging in outside employment and outside business activities while on the job and from using Borough of Red Bank time, supplies or equipment in any outside employment or any outside business activities. The Borough Manager may request employees to restrict outside employment if the quality of their Borough of Red Bank work diminishes. Any employee who holds an interest in, or is employed by, any entity doing business with the Borough of Red Bank must submit a written notice of these outside interests to the Human Resources Manager. Employees may not accept donations, gratuities, contributions or gifts that could be interpreted as affecting their Borough of Red Bank duties. Under no circumstances may an employee accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Borough of Red Bank or any person or firm seeking to influence Borough of Red Bank decisions. Meals and other entertainment paid for or provided by any individual or entity and valued in excess of \$150 are also prohibited. Employees are required to report to the Human Resources Manager any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

N. Political Activity Policy

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 are prohibited from using Borough of Red Bank time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Head, Human Resources Manager and/or the Borough Manager.

O. Employee Evaluation Policy and Procedure

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as promotion and termination. In addition to day-to-day feedback to the employee, a performance evaluation by the employee's supervisor must be conducted at least annually for all employees. The completed appraisal becomes part of an employee's permanent record.

Performance discussions must also provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized, and areas in need of employee improvement addressed. Supervisors should review the employee's future training needs and career planning. The reviewing supervisor should also encourage the employee to make suggestions about how the Borough can improve. In their review, the supervisor should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee. Self-assessment should be part of the evaluation process.

After completing the evaluation, the employee should sign the evaluation, acknowledging that he/she has read and discussed it with the supervisor. The employee's signature does not necessarily indicate agreement with the evaluation. The employee can write comments on the form or submit to the evaluator a rebuttal to the evaluation if he/she does not agree with it. The reviewer will return the form(s) with the signed acknowledgement to the Human Resources Manager. After review by the Human Resources Manager, the form(s) and any rebuttal will be included in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Department Head and/or Human Resources Manager.

P. Employee Discipline and Termination Policy and Procedure

An employee may be subject to discipline for a variety of reasons. Major disciplinary action includes disciplinary demotion or suspension or fine exceeding five working days or termination. Minor discipline includes a formal, written reprimand or a suspension or fine of five working days or less. Employees who object to the terms and/or conditions of the discipline are entitled

to a hearing. Employees will be provided with an opportunity to respond to charges prior to a disciplinary decision.

In general, in cases of employee misconduct, the Borough believes in corrective action to correct and change any undesirable behavior and to prevent a recurrence of undesirable behavior or misconduct. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions by that employee, and other relevant circumstances. In every case, employees will be given an opportunity to state their view of the situation, which will be given due consideration.

In order to address undesirable behavior, Department Heads and supervisors and managers may utilize the following corrective tools: verbal reprimand; written reprimand; Borough Manager review; suspension; fines, and, dismissal. At the discretion of the Borough, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

This manual, the employee discipline and termination policy and procedure, or any other Borough guidelines, policies or practices does not create an employment contract. Employment with the Borough may be terminated at any time with or without cause or reason by the employee or by the Borough, subject to any limitations contained in any collective bargaining unit agreement.

Many of the types of behaviors that may result in disciplinary action have been addressed in other sections of this manual. Since disciplinary action results from specific circumstances, it is not possible to create a comprehensive list.

Listed below are some of the reasons for which an employee may be subject to discipline. This list is not all inclusive and the lack of a particular basis shall not hinder the Borough's ability to discipline an employee. Types of behavior and conduct that the Borough considers inappropriate or improper and which could lead to disciplinary action, up to and including termination, of employment include, but are not limited to, the following examples:

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- Incompetency, inefficiency or failure to perform duties;
- Insubordination;
- Inability to perform duties;
- Chronic or excessive absenteeism or lateness;
- Conviction of a crime;
- Conduct unbecoming a public employee;
- Neglect of duty;
- Misuse of public property, including motor vehicles;
- Discrimination that affects equal employment opportunity, including sexual harassment;

- 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;
- Falsification of public records, including attendance and other personnel records;
- Failure to report absence;
- Harassment of co-workers and/or volunteers and visitors;
- Theft or attempted theft of property belonging to the Employer, fellow employees, volunteers or visitors;
- Unauthorized absences and/or chronic or excessive absences;
- Fighting on Employer's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine) on Employer property and at any time during work hours;
- Failure to report to work on the day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence;
- Possession, sale, transfer or use of intoxicants or illegal drugs on Employer property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;
- Soliciting on Employer premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and for sales of products, such as those from Avon, Amway, etc.;
- Careless waste of materials or abuse of tools, equipment or supplies;
- Deliberate destruction or damage to Employer property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Employer premises and/or during work hours, unless carrying a weapon is a function of your job duties;
- Violation of established safety and fire regulations;
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours;
- Defacing walls, bulletin boards or any other property of the Employer or other employees;
- Unauthorized disclosure of confidential Employer information;
- Gambling on Employer premises;

- Horseplay, disorderly conduct and use of abusive and/or obscene language on Employer premises;
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort;
- Conviction of a crime or disorderly persons offense;
- Violating any Employer rules, procedures, regulations or policies;
- Unauthorized use of Borough equipment including computers, Internet, email, voicemail, telephone and cellular phone; and
- Other sufficient cause.

These examples are illustrative and not all-inclusive. The Borough reserves the right to impose disciplinary action for other significant cause or policy violations not specifically listed here.

The following are forms of discipline that may be used. The Borough reserves the right to use any form of discipline in any order. Discipline shall be applied on a case by case basis. There is no right or entitlement to a particular order of discipline. Neither this Manual nor any other guidelines, policies or practices create an employment contract or right.

- **Verbal Warning:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Human Resources Manager and placed in the employee's official personnel file.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Department Head. In the event that it is the Department Head writing the reprimand, the situation must be discussed with the Human Resources Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence that will result if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the Human Resources Manager for inclusion in the employee's official personnel file.
- **Suspension:** Department Heads are authorized to suspend employees for up to two (2) days. Employees suspended by Department Heads may contest the suspension through the complaint procedure. Whenever an employee is recommended for suspension for greater than two (2) days, the Borough Manager will make the decision.
- **Dismissal:** Whenever an employee is recommended for dismissal, the Borough Manager will make the decision. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal.

Q. Resignation Policy

An employee who intends to resign in good standing must notify the Department Head in writing at least two (2) weeks in advance. The submission of a written resignation is a final act and is considered accepted by the Borough upon submission to the Department Head and can only be withdrawn under exceptional circumstances.

Oral resignation shall be deemed binding, but shall not be considered resignation in good standing unless followed by a written confirmation which adheres to these policies and procedures.

After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two weeks of employment with the Borough, the employee may not use paid time off except paid holidays. The Human Resources Manager will prepare an Employee Action form showing any pay or other money owed the employee. The Human Resources Manager will conduct a confidential exit interview to discuss benefits, including COBRA options, appropriate retirement issues, and pay due. A COBRA notification letter will be sent directly from the insurance carrier to the employee's home address. The exit interview will include an open discussion with the employee. On the last day of work, the employee must return the Employee Identification Card, all keys and equipment, and pay any money owed to the Borough. At the discretion of the Borough, any money owed to the Borough may be withheld from the employee's final paycheck. At this time, the employee will sign the termination memo designating all money owed to the Borough, and this memo will be retained in the official personnel file.

R. State Residency Requirement

Every employee shall have his/her principal place of residence in the State of New Jersey. New hires shall have one year from the time of taking office, employment or position to satisfy the requirement of principal residency. Failure to satisfy this requirement shall render the employee unqualified for holding office, employment or position with the Borough.

If, however, an employee holds an office, employment, or position with the Borough as of Sept. 1, of 2011 (the effective date of P.L.2011, c.70), but does not have his or her principal residence in this State on that effective date, he/she will not be subject to the residency requirement while that employee continues to hold office, employment, or position without a break in public service of greater than seven (7) days.

SECTION 2

Policies Relating to Alcohol and Drug-Free Workplace

All applicants for positions that require a CDL license and all employees whose job requires them to possess a CDL license shall be excluded from this Alcohol and Drug-Free Workplace policy. Instead, these employees are governed by Federal and State regulations, as well as the attached CDL Drug and Alcohol Testing Policy. Employees hired with the understanding that they must obtain a CDL license will be covered under this Alcohol and Drug-Free Workplace Policy until they obtain their CDL license.

A. Drugs and Alcohol Policy

The Borough is committed to maintaining a safe, pleasant, and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol. This is considered a Health & Safety Policy of the Borough. This Policy highlights the Borough's New Jersey Drug-Free Workplace Policy. The Borough's Designated Employer Representative (DER) and the alternative DER. See Key Contacts List.

The Borough recognizes the prime importance to the Borough of protecting the safety, health and welfare of its employees and others with whom we interface such as citizens, contractors and members of the public. The objective of this policy is to maintain a working environment free from the adverse effects of substance abuse. While the Borough has no intention of intruding into the private lives of its employees, the Borough does expect employees to report to work unimpaired able to perform the duties of their job safely and effectively. In addition to absenteeism and accidents, substance abuse can adversely affect performance, productivity and workplace morale. Co-workers may feel that they have to cover up, or work harder because of someone's substance abuse. Ultimately an employee with an alcohol or drugs problem may lose their job and/or suffer devastating effects on their health. The Borough has a duty to safeguard its employees and the public from the risk of harm from employees who work under the influence of alcohol and drugs. Similarly, employees who are working under the influence, and employees who know that a fellow employee is working under the influence, owe such a duty. The failure to honour that duty by taking the right steps to prevent this risk can result in legal liability. All employees and contractors are responsible and accountable for ensuring that they, and their employees, are not under the influence of alcohol or drugs when carrying out work for the Borough. Managers and supervisors are responsible for taking appropriate action where they identify individuals who are at work while under the influence of alcohol or drugs. They should also take appropriate action to protect the health and safety of individuals who may be affected.

To the extent this Policy supplements, and does not conflict with current collective bargaining agreements, it is applicable. However, to the extent this policy may conflict with a current collective bargaining agreement (CBA), the CBA shall prevail.

All testing information is considered confidential information by the Borough and will be maintained in a separate file along with the employee's medical records, separate from other personnel files. An employee has the right to inspect and obtain a copy of his or her drug test results. Drug testing information will only be released to those employees of the Borough with a

job related need to know, the DER and Alternate DER, to defend against any administrative action brought by the employee against the Borough, in grievance or arbitration proceeding under the terms of a collective bargaining agreement, in a court of law under subpoena, as released by the employee in writing, the MRO, Borough insurers, rehabilitation programs and as otherwise required by law. Our Drug-Free Workplace Policy does not tolerate the abuse of drugs or alcohol in the workplace. Understand that this Policy prohibits illegal drug use on or off the job. We encourage any employee suffering from a substance abuse problem to seek help. If you need help, we can direct you to our Employee Assistance Program (EAP) Substance Abuse Professional (SAP) for a confidential evaluation and referral for substance abuse treatment if necessary. Notice of the Borough's New Jersey Drug-Free Workplace testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough premises.

Our program can help improve your health and help you avoid trouble with the law. Even if you do not use drugs or alcohol, this program will make your workplace safer and more productive, the Borough safer, and will help your friends and co-workers get the help they need. Compliance with this policy is a condition of your hire or continued employment, except to the extent this policy may conflict with a current collective bargaining agreement (CBA), which CBA shall prevail. The Borough has developed its drug-free workplace policy in compliance with New Jersey Laws, *and the Fourth Amendment to the United States Constitution as it covers employees of governmental entities*. Applicant testing will begin immediately and sixty (60) days after the effective date of Borough, all employees are subject to testing as outlined below. The existing drug and alcohol testing program will remain in place until the effective date of this program.

WHO DO WE TEST?

All employees performing safety-sensitive functions, and all final applicants for positions where safety-sensitive functions are performed, and all other employees where reasonable suspicion exists. All DOT regulated employees are also subject to testing under this policy. Using the criteria below, the following positions have been classified by the Borough as safety-sensitive. Elected officials who are not otherwise classified as employees are not subject to testing under this Policy.

SAFETY-SENSITIVE CLASSIFICATIONS

Safety-sensitive employees are those employees who discharge duties fraught with risks of injury to others that even a momentary lapse of concentration can have disastrous consequences. Factors which have been considered in determining whether a position is safety sensitive include handling of potentially dangerous machinery, sharp objects, working at heights, positions requiring a high level of cognitive function, mostly unsupervised responsibility for children, and handling of hazardous substances in an environment where others could be injured. Positions which have been found to be safety-sensitive include firefighters, emergency medical technicians, law enforcement officials who carry firearms, fire and police dispatchers, 911 operators, crossing guards, heavy machinery operators, forklift operators, bus drivers, some (but not all) transportation workers, pipeline operators, gas meter repairmen, and those involved in security functions. All Department of Transportation (DOT) regulated employees are determined to be safety-sensitive by those regulations. Unless an employee comes under drug testing regulations of some federal agency, each position, job classification or department, should be

individually evaluated to determine whether the employee is safety-sensitive in accordance with the above guidelines.

HOW DO WE TEST?

Drug and alcohol testing is done through chemical analysis which determines without question if a person has drugs or alcohol in his or her system and in conformity with regulations of the New York Department of Health, New Jersey Department of Health, or CLIA. Specimens subject to testing include urine, breath, hair, oral fluids, or blood. Specimen collections, chain of custody and drug and alcohol tests will be in substantial compliance with the U.S. Department of Transportation (DOT) procedures if applicable to the type of specimen being tested. To ensure accuracy, urine lab test procedures shall include a preliminary drug screening, two highly sophisticated scientific tests including adulterant detection, and are reported to an independent certified Medical Review Officer prior to being released to the Borough. Observed urine collections will only be conducted with the consent of the donor, and the observer will be by a person whose gender matches the donor's gender as identified by the donor at the beginning of the observed collection. Observed collections will be conducted in a professional manner that minimizes discomfort to the donor, and a medical professional may serve as the monitor, regardless of gender. The Medical Review Officer may recommend the collection of an alternate specimen (e.g., oral fluid) when a donor is unable to provide a sufficient amount of urine specimen at the collection site. The MRO will verify that chain of custody procedures were adhered to, use of a certified laboratory and that the test results were valid. The Borough provides reasonable accommodations to employees and/or applicants in the alcohol and drug testing program whose physical condition prevents them from producing a urine specimen suitable for testing. You may contact the DER if you wish to make an accommodation request. In accordance with Borough policy, a test result reported by the laboratory as a negative dilute urine test is not considered a negative test but subjects the donor to immediate retesting; and a second negative dilute urine test will render an applicant ineligible for hire and current employees, where a negative test is required, not currently fit for duty. FDA approved on-site screening devices may be utilized with all initial positive results confirmed by laboratory testing.

All positive initial tests are confirmed by GC/MS at established DOT cut off levels. An Alcohol content of 0.04 or higher using a DOT approved alcohol screening device, or breath alcohol device, is classified as a positive test. The drugs tested for may include all or some of the following: (1) Amphetamines; (2) Cannabinoids; (3) Cocaine; (4) Phencyclidine (PCP); (5) Opioids, designer drugs, or a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs, or impairing effect medications or substances, taken by employees working in a safety-sensitive classified position, in order for the employer to fulfill its duty to provide a safe place to work as a safety rule. The term “illegal use of drugs” includes any controlled or scheduled drug not used in accordance with a health care provider’s lawful prescription for the user, or any substances banned by Federal or applicable State laws.

WHAT IF YOU TEST POSITIVE?

The Medical Review Officer will contact you confidentially to give you an opportunity to discuss your results before reporting them to the Borough as a verified positive. You may discuss the result with the MRO up to seventy-two (72) hours after a positive result and ask questions of

the MRO about prescription and non-prescription medications, rebut or explain the test results to the MRO, and provide supporting documentation. During this 72-hour period, any applicant or employee may request that their split specimen be tested at a second laboratory and if positive, they will be responsible for that expense and that cost may be deducted from their paycheck, depending upon the result and, if negative, the employee will be reimbursed by the Borough for the cost of the test and any lost time. Under federal regulations, the MRO has the discretionary authority to notify the Borough that an employee is temporarily medically disqualified from the performance of safety-sensitive work during this evaluation period and also has the duty to notify the Borough if the employee is taking an impairing effect medication. A positive drug or alcohol test is classified as willful misconduct and a violation of the Borough's Policy. Any employee who tests positive, or refuses to be tested, may be subject to appropriate disciplinary action for engaging in willful misconduct connected with work, up to and including immediate termination, for gross misconduct connected with work, and violation of a safety rule for those employees working in a safety-sensitive position and/or forfeit eligibility for Worker's Compensation benefits *N.J. Stat. Ann. § 34:15-7* if post-accident and may adversely affect an employee's eligibility to receive Unemployment Compensation benefits. Any applicant made a conditional offer that tests positive, or refuses to be tested, will be denied employment or have their offer withdrawn.

As it relates to cannabis, an employee will be subject to adverse action if there is both a positive drug test, confirmed by a licensed laboratory, and a determination of reasonable suspicion based on documentation of physical signs or other evidence of impairment during the employee's work hours. When the New Jersey Cannabis Regulatory Commission issues standards for certification of a Workplace Impairment Recognition Expert ("WIRE"), an employee will be subject to adverse action if there is both a positive drug test and a physical evaluation by a WIRE.

Applicants for non-CDL positions will not be denied employment based solely on a positive pre-employment drug test for cannabis, except for law enforcement officers assigned to a federal task force, holding a federally regulated license requiring testing, or applying to an agency that is specifically required to test for cannabis by the terms of a federal contract or federal grant.

WHAT IF YOU FAIL TO FOLLOW SAFETY GUIDELINES?

Often times, impairment from drugs or alcohol will cause an employee to fail to adhere to safety guidelines and other common sense safe working practices. Failure to wear a seatbelt, failure to use Borough provided or required safety equipment, failure to follow safety guidelines, or removal (or disabling) of a safety guard will be willful misconduct connected with work, and subject the employee to discipline, up to and including discharge for violation of Borough Policy.

WHAT ABOUT IMPAIRING EFFECT MEDICATIONS OR SUBSTANCES?

Any employee working in a safety-sensitive position as defined by Borough Policy is required, as a safety rule, to pre-duty disclosure that they are taking or using ANY impairing effect prescription, including medical marijuana, over-the-counter medications, mind altering synthetic or designer drugs or other substance which may have an effect on performance of safety-sensitive duties. If the fact that the employee is taking or using an impairing effect medication or substance is not disclosed pre-duty by a safety-sensitive employee and the employee tests

positive, is otherwise determined to be taking or using such, or is determined by the MRO to be a potential safety risk due to taking or using an impairing effect medication or substance, that employee will be subject to discipline, up to and including termination, for violation of this safety rule. If disclosure is made, the Borough reserves the right to send the employee for a Fitness-for-Duty evaluation to evaluate the medication or substance and its effects on the performance of safety-sensitive duties. In advance of testing, employees are encouraged to have their own doctor make an individualized assessment of any safety-related risks of the medications or substances which they are taking or using, providing the doctor a copy of their job description and having the doctor render an opinion on the safety-related risks. The employee need not disclose to the Borough the medication or medical condition involved to fulfill the disclosure obligation of this Policy. All information provided will be kept separate from personnel files and in a confidential manner. The MRO, or another Medical Professional selected by the Borough, will make the final determination on the safety-related risks of any particular medication or substance.

WHAT IF AN ADULTERANT IS FOUND?

The use of an adulterant (something added to a specimen to attempt to hide drug use) is considered a refusal to test and a violation of the Policy. The same would be true if you attempted to substitute a specimen. Any employee who is found to have violated this Policy by attempting to defraud a drug or alcohol test may be subject to appropriate disciplinary action, up to and including termination for willful misconduct connected with work, or withdrawal of a job offer. No last chance opportunity is available under such a circumstance. It is a criminal offense to substitute or adulterate a test specimen. It also is a criminal offense in New Jersey to manufacture, sell, give away, or possess any device or substance designed or commonly used to substitute or adulterate a test specimen. *N.J. Stat. Ann. § 2C:36-10*. The MRO may declare a urine specimen to be adulterated or substituted based on the laboratory report.

WHAT IF I REFUSE?

A refusal to provide a specimen for testing, unless the MRO agrees a medically valid reason exists for your inability, will be considered willful misconduct connected with work. Such willful misconduct connected with work will cause an applicant's offer to be withdrawn and will subject an employee to immediate termination for cause. Under New Jersey law, unemployment compensation benefits may not be available in such a circumstance. Failure to report for specimen collection within a reasonable time, two (2) hours, of being directed to do so is also classified as a refusal under the Borough Policy.

DRUG EDUCATIONAL INFORMATION

Attached to this Policy you will find drug educational information to assist you in recognizing the impairing effects of drug use. The Borough will conduct employee education of substance abuse education and awareness and supervisor training on how to recognize signs of abuse, how to document and collaborate signs of employee substance abuse, and how to refer substance abusing employees to the EAP.

WHAT IF YOU HAVE A SUBSTANCE ABUSE PROBLEM?

The Borough will provide support for employees who need support and help with alcohol or drug dependency via confidential Employee Assistance Program (EAP), Substance Abuse Professional (SAP) or Medical/Occupational Health support services. Employees who proactively seek treatment will be treated sympathetically and in a confidential manner. In certain cases, this may require a transfer to other duties (e.g. where a person is working in a safety critical role) while the individual is receiving treatment. However, the fact that an employee is seeking or undergoing treatment will not be a defence to a charge of wilful misconduct if the employee reports for work under the influence of alcohol or drugs. Our Policy encourages any employee with a drug or alcohol problem to voluntarily and confidentially seek help through our EAP/SAP program. Coming forward after you have been notified to report for testing is not considered a voluntary report. For confidential help with a substance abuse problem, contact the DER or the EAP/SAP. Counseling and rehabilitation for alcohol or substance abuse is available through the EAP, and may also be available under the health and welfare benefit program for employees, *only to the extent of the current benefits package*. The Borough will assume no direct financial responsibility for counseling or rehabilitation costs of an employee, not covered by the EAP. Any costs in addition to or in excess of any available health benefits are the employee's responsibility. A list of state and national **Substance Abuse Resources** is a part of this Policy.

WHAT ABOUT A LAST CHANCE OPPORTUNITY?

No last chance opportunity is available to a probationary, part time or temporary employee, or in the case of refusal, attempted adulteration, substitution, switching, tampering with, or diluting of a specimen or attempt to defraud a drug test. Employees who receive an EAP/SAP evaluation favorable for rehabilitation may be offered a last chance agreement which will subject the employee to unannounced follow-up testing for up to 12 months, together with other educational and counseling requirements as recommend by the EAP/SAP. A negative return to duty test is required to be placed back on active duty. A positive test, refusal or failure to comply with any term of the last chance agreement during this follow-up period will subject the employee to immediate termination.

WHY AND WHEN DO WE TEST?

- Pre-employment: Drug testing will be performed on all final applicants for safety-sensitive positions, or who transfer into a safety-sensitive position, as a condition of their employment.
- Routine Fitness-for-Duty: Safety-sensitive employees may be required to submit to a drug test as part of a routine Fitness-for-Duty examination and may be based on a particular job classification.
- Reasonable Suspicion: All employees will be required to submit to a drug and/or alcohol test if the Borough has a reasonable suspicion that an employee is under the influence of drugs or alcohol, which adversely affect or could adversely affect the employee's job performance. Employees selected for testing shall be suspended until a negative drug/alcohol screen or laboratory test result is received. If a negative result, the employee will not suffer a loss of pay.

- Post-Accident/Incident Testing: Testing of a safety-sensitive employee may be conducted under any of the following circumstances: 1) the employee involved in the incident/accident was actively engaged in the activity which objectively could have caused or contributed to the injury or damage; or 2) the employee was operating, controlling, or repairing any machinery, tool, device, equipment or vehicle that was involved in the incident/accident; or 3) the employee's action or inaction was likely a contributing factor to the incident/accident or cannot be completely discounted as a contributing factor based on current info; or 4) testing is being conducted as part of the Borough's Post Incident/Accident Investigation related to possible Workers' Compensation Disqualification; or 5) testing is being conducted for other non-injured employees whose actions, or inaction, could have contributed to the incident/accident as part of a root cause investigation; or 6) post-accident drug testing is required by the Workers' Compensation Carrier or Fund.
- Random: Employees in safety-sensitive positions are subject to random drug testing. Those subject to testing are randomly selected, using scientifically valid methods, from a "pool" of covered employees. Non-DOT safety-sensitive employees may be included in a Non-DOT testing "pool." DOT regulated employees should only be placed in a DOT testing "pool."
- Rehabilitation/Follow-up: An employee who has voluntarily requested rehabilitation prior to a positive drug test may be subject to unannounced drug and/or alcohol testing under a work continuation agreement, to determine whether he or she is under the influence of alcohol or drugs after successful completion of the rehabilitation program. The testing will be without notice in conjunction with a referral for treatment.

POLICY PROHIBITIONS

Employees, applicants and Contractors for the Borough are strictly prohibited from engaging in the following conduct:

1. With respect to illegal drugs, employees and applicants violate this Policy by engaging in the following conduct, whether or not during work time or on Borough premises or property and are subject to discipline up to and including discharge, or rejection of the application for employment, or cancellation of contractual agreements:
 - a. Testing positive in a confirmed drug or alcohol test, or refusing to be tested.
 - b. Bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on Borough premises or property, including Borough-owned or leased vehicles, or vehicles used for Borough purposes.
 - c. Having possession of, being under the influence of, testing positive for, or being in close proximity to persons using illegal drugs, or otherwise having in one's system illegal drugs.

d. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing illegal drugs. In addition, the Borough will refer such matters to the appropriate police authority.

e. A conviction or plea of guilty relative to any criminal drug offense occurring in the workplace. All employees must notify Borough in writing of any criminal drug conviction no later than five (5) calendar days after such conviction. Drug use off-the-job which adversely affects an employee's performance on the job, or which has the potential to jeopardise the health or safety of other employees, the public or the Borough's equipment or function, shall be cause for disciplinary action up to and including dismissal. Action will be taken against employees who are convicted for an off-the job drug offence. In deciding what action will be taken, the incident will be evaluated in terms of the nature of the conviction, the employee's job assignment, the employee's record with the Borough and other factors related to the impact of the employee's conviction on the Borough.

f. Abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications. Such prescriptions brought to work should remain in the original labeled container and show both the prescribing doctor's name and the prescription's expiration date.

g. Switching, tampering with, diluting, or adulterating any specimen or sample collected under this Policy, or attempting to do so.

h. Refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by Borough or its designee, is a violation of Borough Policy and may result in disciplinary action up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork or failing to report to the collection site at the appointed time.

i. Failure to advise pre-duty the Borough of the use of a prescription or over-the-counter drug which may alter the employee's ability to safely perform the essential functions of his or her job.

j. Failure of an employee to notify his or her supervisor before reporting to work if he or she believes that he or she is under the influence of drugs.

2. With respect to alcohol and cannabis, employees violate this Policy by engaging in the following conduct during work time or on Borough premises or property:

a. Bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol or cannabis on Borough premises or property, including Borough owned or leased vehicles, or vehicles used for Borough purposes.

b. Having possession of, being under the influence of, testing positive for or having in one's system, alcohol or cannabis. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing alcohol or cannabis. As it relates to a positive drug test for cannabis, an employee violates this policy if there is both positive drug test and evidence-based documentation of physical signs or other evidence of impairment during the employee's work hours. *Exceptions to the policy concerning alcohol consumption or possession may be made only upon the prior explicit approval of senior management for specifically identified circumstances.*

c. A conviction or plea of guilty relative to any criminal alcohol or cannabis offense occurring in the workplace. All employees must notify the Borough in writing of any criminal alcohol or cannabis conviction not later than five calendar days after such conviction. Alcohol or cannabis use off-the-job which adversely affects an employee's performance on the job, or which has the potential to jeopardise the health or safety of other employees, the public or Borough's equipment or function, shall be cause for disciplinary action up to and including dismissal. Action will be taken against employees who are convicted for an off-the job alcohol or cannabis offense. In deciding what action will be taken, the incident will be evaluated in terms of the nature of the conviction, the employee's job assignment, the employee's record with the Borough and other factors related to the impact of the employee's conviction on the Borough.

d. Switching, tampering with, or adulterating any specimen or sample collected under this Policy, or attempting to do so.

e. Refusing to cooperate with the terms of this Policy which includes submitting to questioning, alcohol or drug testing, medical or physical tests or examinations, when requested or conducted by the Borough or its designee, is a violation of Borough Policy and may result in disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork or failing to report to the collection site at the appointed time.

f. Failure of employee to notify his or her supervisor before reporting to work if he or she believes that he or she is under the influence of alcohol or cannabis.

Substance Abuse Professionals

NATIONAL RESOURCES

A2Z Alcohol & Drug Abuse-Addiction	1-800-274-2042
Al-Anon/Alateen Family Group Headquarters	1-800-356-9996
Alcoholics Anonymous World Service	1-212-870-3400
American Council on Alcoholism Helpline.....	1-800-527-5344
800 Cocaine--An Information and Referral Hotline.....	1-800-262-2463
Nar-Anon Family Group Headquarters	1-310-547-5800
Narcotics Anonymous.....	1-818-773-9999
National Association of Alcoholism (NAADAC)	1-800-548-0497
www.naadac.org Fax:	1-800-377-1136
National Association of Addiction Treatment Professionals.....	1-717-581-1901
www.naatp.org	
National Council on Alcoholism and Drug Dependence, Inc.....	1-212-269-7797
www.ncadd.org	
Hope Line (24-hour affiliate referral)	1-800-NCA-CALL
Center for Substance Abuse Prevention's Workplace Hotline	1-800-WORKPLACE
National Clearinghouse for Alcohol & Drug Information.....	1-800-729-6686
Center for Substance Abuse Prevention's Drug Information, Treatment & referral Hotline	1-800-662-HELP
(Spanish-Espanol)	1-800-66-AYUDA

EMPLOYEE ASSISTANCE PROGRAM

ESI Employee Assistance Program (EAP)

**BOROUGH OF RED BANK
ALCOHOL AND DRUG-FREE WORKPLACE POLICY
NEW JERSEY NON-DOT**

NOTICE TO ALL EMPLOYEES AND APPLICANTS

DRUG-FREE WORKPLACE

The Borough of Red Bank (the Borough) is committed to maintaining a safe, pleasant, and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol. This Policy highlights the Borough's New Jersey Drug-Free Workplace Policy. For the Borough's Designated Employer Representative (DER) and Alternative DER See Key Contacts.

The Borough recognizes the prime importance to the Borough of protecting the safety, health and welfare of its employees and others with whom we interface such as citizens, contractors and members of the public. The objective of this policy is to maintain a working environment free from the effects of substance abuse. While the Borough has no intention of intruding into the private lives of its employees, or preventing them from taking the medicine that they may need to stay safe and healthy, the Borough does expect employees to report to work unimpaired able to perform the duties of their job safely and effectively. In addition to absenteeism and accidents, substance abuse can adversely affect performance, productivity and workplace morale. Co-workers may feel that they have to cover up, or work harder because of someone's alcohol or drug use. Ultimately an employee with an alcohol or drugs problem may lose their job and/or suffer devastating effects on their health. The Borough has a duty to safeguard its employees and the public from the risk of harm from employees who work under the influence of alcohol and drugs. Similarly, employees who know that a fellow employee is working under the influence, owe a similar duty. The failure to honour that duty by taking the right steps to prevent this risk can result in legal liability.

To the extent this Policy supplements, and does not conflict with current collective bargaining agreements, it is applicable.

Notice of the Borough's New Jersey Non-DOT Drug and Alcohol testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough premises.

Compliance with this policy is a condition of your hire or continued employment. The Borough has developed its drug-free workplace policy in compliance with New Jersey Laws, *and the Fourth Amendment to the United States Constitution as it covers employees of governmental entities.*

Borough of Red Bank
Active Employee Certificate of Receipt [DFW01]

I do hereby certify that I have received and read the New Jersey Drug-Free Workplace Policy, which explains the Borough's adherence to New Jersey Laws. I have had the terms and conditions of the Borough's Drug and Alcohol Testing policy explained to me relative to screening or tests by the Borough, for the purpose of determining the presence of, and content of, any or all of the following substances under circumstances as set forth in the Borough's Policy:

- | | |
|-----------------|------------------------|
| 1. Amphetamines | 4. Phencyclidine (PCP) |
| 2. Cannabinoids | 5. Cocaine |
| 3. Opioids | |

Testing may also include a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs. The term "illegal use of drugs" includes any controlled or scheduled drug not used in accordance with a health care provider's lawful prescription for the user, or any substances banned by Federal or applicable State laws.

I understand that any employee who tests positive, or refuses to be tested, may be subject to appropriate disciplinary action for engaging in willful misconduct connected with work, up to and including immediate termination, and/or forfeit eligibility for Worker's Compensation benefits *N.J. Stat. Ann. § 34:15-7* if post-accident and may adversely affect an employee's eligibility to receive Unemployment Compensation benefits.

POSITIVE DRUG OR ALCOHOL TEST, OR REFUSAL CONSEQUENCES:

- 1) Classified as a positive test or refusal to test**
- 2) Discharge from employment**
- 3) Possible disqualification from Workers' Compensation Benefits**
- 4) Possible disqualification from Unemployment Compensation Benefits**

I also understand that it is not the purpose of this test to identify any disability I may have and that all activities will be conducted in accordance with ADA regulations.

I also understand that the Borough and/or its designated representative will collect specimens for testing for the purpose of determining the presence of, and content of, drug and alcohol substances, as well as to obtain results from any alcohol or drug test administered post-accident by law enforcement and release of the results of said tests to the Borough, its DERs, to the Borough's Medical Review Officer, and as set forth in the Policy.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Witness Printed Name: _____ Witness Signature: _____

(This form is to be signed by employee and retained in personnel file.)

Borough of Red Bank
Pre-Employment Substance Testing
Consent and Release Form [DFW02]

I do hereby certify that I have been given notice of the Borough's pre-employment substance abuse testing policy; that I have been provided with access to a copy of the Borough's New Jersey Drug-Free Workplace Policy and have been made a conditional offer of employment. I hereby freely and voluntarily consent to submit to tests as shall be determined by the Borough in the selection process of final applicants for employment, for the purpose of determining the presence of, and content of, any or all of the following substances:

- | | |
|--|------------------------|
| 1. Amphetamines | 4. Phencyclidine (PCP) |
| 2. Cannabinoids (for certain employment positions) | 5. Cocaine |
| 3. Opioids | |

Testing may also include a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs. The term "illegal use of drugs" includes any controlled or scheduled drug not used in accordance with a health care provider's lawful prescription for the user, or any substances banned by Federal or applicable State laws.

I agree that the employer representative, collection site, physician, or clinic may collect these specimens for screening or testing and may screen them or forward them to a testing laboratory for analysis.

I further agree to and hereby authorize the release of the results of said tests to the Borough, its DERs, and to the Borough's Medical Review Officer and its agents as provided in the Policy.

I understand that a negative test is a pre-condition of employment with the Borough and that refusal to submit to testing, or a positive test result will result in the rejection of my application, or the rescinding of a conditional offer of employment. I also understand that it is not the purpose of this screen or test to identify any disability I may have and that pre-employment screening and testing activities are conducted in compliance with ADA requirements.

I further agree that a reproduced copy of this pre-employment consent and release form shall have the same force and effect as the original and shall continue while my application is being considered and during any post-consideration proceedings. I have carefully read the foregoing and fully understand its contents. I acknowledge that my signing of this consent and release form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

Applicant: Print name: _____ SS# _____

Applicant Signature: _____ Date _____

Witness Printed Name: _____ Witness Signature: _____

BOROUGH OF RED BANK
ACKNOWLEDGMENT OF CONSEQUENCES OF
REFUSAL TO PARTICIPATE IN DRUG TESTING [DFW03]

I, _____, an employee of Borough of Red Bank, acknowledge that I am refusing to report for Drug and Alcohol testing in accordance with the requirements of the Borough's New Jersey Drug-Free Workplace Policy. I am aware that I am in violation of the Policy. I am aware that I am subject to certain adverse consequences as a result of my choice.

REFUSAL CONSEQUENCES:

- 1) Classified as a refusal to test**
- 2) Possible Discharge from employment**
- 3) Possible Disqualification from Workers' Compensation Benefits**
- 4) Possible Disqualification from Unemployment Compensation Benefits**

I have read this Acknowledgment of Consequences of Refusal to Participate in Drug Testing and understand it.

Employee Signature

Date

Witness Signature

Witness Address (city, state, zip)

(If employee refuses to sign, please have two witnesses sign below)

Witness 1 Signature

Witness 2 Signature

Witness 1 Address (city, state, zip)

Witness 2 Address (city, state, zip)

B. CDL Drug and Alcohol Testing Policy (for Employees Required to Possess a Commercial Driver’s License)

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SECTION A - GENERAL

This policy and 49 CFR Part 40 Regulations of the U. S. Department of Transportation Procedures for Transportation Workplace Drug And Alcohol Testing Programs and Urine Specimen Collection Guidelines, Office of Drug and Alcohol Policy and Compliance, U.S. Department of Transportation, are integral parts of this Policy and apply to all covered employees. They may be viewed at <http://www.dot.gov/odapc> Collection procedures, laboratory procedures, MRO review, alcohol testing, record keeping and all other procedural requirements shall adhere to 49 CFR Part 40.

The Borough shall test, in accordance with Federal regulations, employees required to have a Commercial Driver's License (CDL), for the use of controlled substances that violate law or Federal regulation and the misuse of alcohol.

PURPOSE 382.101

The purpose of this policy, in addition to meeting Federal regulations, is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

APPLICABILITY 382.103

(a) This policy applies to every person of the Borough who operates a commercial motor vehicle in commerce in any State, and is subject to:

- (1) The commercial driver's license requirements of part 383;
- (2) All Drivers Operating Commercial Motor Vehicles for the Borough; or
- (3) The commercial driver's license requirements of the Canadian National Safety Code.

(b) An employer who employs himself/herself as a driver must comply with both the requirements in this policy that apply to employers and the requirements in this policy that apply to drivers. An employer who employs only himself/herself as a driver shall implement a random alcohol and controlled substances testing program of two or more covered employees in the random testing selection pool.

The COVERED EMPLOYEE CERTIFICATE OF RECEIPT contains the name, address, and phone number of the responsible individual(s). The CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY complies with requirements of the Department of Transportation regulations as set forth in 49 CFR § 382 and 49 CFR Part 40. The DER shall be responsible for providing oversight and evaluation on the plan; providing guidance and counseling; reviewing of all discipline applied under this plan for consistency and conformance to human resources policies and procedures; scheduling for types of testing (random, post-accident, reasonable suspicion, etc.); maintaining a locked file system on all test results; and

overseeing the referral of employees for evaluation and treatment. The Borough shall ensure that all covered employees are aware of the provisions and coverage of the Borough's CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY and that all employees are notified prior to testing.

This CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY sets forth the requirements of 49 CFR Parts 382 and 40. Those areas of the policy that appear in italic print reflect the Borough's independent authority to require additional provisions with regard to drug and alcohol testing procedures. To the extent the Borough's state specific non-DOT Borough Authority Policy supplements, and does not conflict with applicable DOT Regulations, and current agreements, it is to be followed. In the event that DOT Regulations are applicable to the driver's or applicant's particular situation or issue, the DOT Regulations pre-empt conflicting State Laws, Borough's non-DOT Policies and all other agreements.

PERIOD OF WORKDAY A DRIVER IS REQUIRED TO BE IN COMPLIANCE

Safety-Sensitive Functions as covered under 49 CFR Part 382: In accordance with 49 CFR 382 drivers who possess CDL licenses are subject to DOT regulated alcohol and drug testing at all times from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

A driver is required to be in compliance with this policy during that period of the workday when they are on-duty performing *safety-sensitive functions* (See *Definitions*).

DRIVER FITNESS FOR DUTY 391.11

DOT regulations provide that the Borough as a DOT regulated employer makes the final determination of who is a qualified individual to drive a commercial motor vehicle. 49 CFR § 391.11(a). The Borough shall not permit a person to drive a commercial motor vehicle unless the

person meets all DOT minimum qualifications and such other more stringent qualifications and requirements relating to safety of operation and employee safety and health as it may decide in its judgment and discretion. The Borough shall use the services of independent Certified Medical Examiners, Occupational Medicine Physicians, Medical Review Officers, as well as other medical and industry professionals to make its final fitness for duty determinations.

TESTING PROCEDURES 382.105

The Borough shall ensure that all alcohol or controlled substances testing conducted under this policy complies with the procedures set forth in 49 CFR part 40. The provisions of 49 CFR part 40 that address alcohol or controlled substances testing are made applicable to the Borough by 382.105.

DEFINITIONS 382.107

Words or phrases used in this policy are defined in Sections 386.2, 390.5 and 40.3 of Federal regulations, except as provided herein.

Actual knowledge for the purpose of Section B of this policy means actual knowledge by the Borough that a driver has used alcohol or controlled substances based on **the Borough's** direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in 382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under 382.307.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this policy.

Alcohol use means the drinking or swallowing of any beverage, liquid mixture, or preparation, (including any medication), containing alcohol. *[Caution: Certain brands and types of cough medicines contain alcohol.]*

CFR means Code of Federal Regulations.

Commerce means:

- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States and
- (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in (1) of this definition.

It is the position of the Federal Motor Carrier Safety Administrator that the above section (2) language covers all municipal vehicles which fit within the “Commercial Motor Vehicle” definition below, even if that vehicle does not cross state lines.

Commercial driver’s license Drug and Alcohol Clearinghouse (Clearinghouse) means the FMCSA database that subpart G of 49 CFR Part 382.701-727 requires employers and service agents to report information to and to query regarding drivers who are subject to the DOT controlled substance and alcohol testing regulations. Effective January 6, 2020, the FMCSA will establish a mandatory database and the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

- (1) A verified positive, adulterated, or substituted drug test result;
- (2) An alcohol confirmation test with a concentration of 0.04 or higher;
- (3) A refusal to submit to any test required by subpart C of this part;
- (4) An employer’s report of actual knowledge, as defined at § 382.107;
- (5) On duty alcohol use pursuant to § 382.205;
- (6) Pre-duty alcohol use pursuant to § 382.207;
- (7) Alcohol use following an accident pursuant to § 382.209; and
- (8) Controlled substance use pursuant to § 382.213;
- (9) A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
- (10) A negative return-to-duty test; and
- (11) An employer’s report of completion of follow-up testing.

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

- (1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Confirmation (or confirmatory) drug test means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

Confirmation (or confirmatory) validity test means a second test performed on a urine specimen to further support a validity test result.

Confirmed drug test means a confirmation test result received by an MRO from a laboratory.

Consortium/Third party administrator (C/TPA) means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. C/TPAs typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members (e.g., having a combined random testing pool). C/TPAs are not "employers" for purposes of Federal regulations.

Controlled substances mean those substances identified in 40.85. As of January 1, 2018, the drugs tested for may include all or some of the following: (1) Amphetamines; (2) Cannabinoids; (3) Cocaine; (4) Phencyclidine (PCP); and (5) Opioids.

Designated employer representative (DER) is an individual identified by the Borough as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the Borough. Service agents cannot serve as DERs.

Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions:
 - i. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
 - ii. Tire disablement without other damage even if no spare tire is available.
 - iii. Headlight or taillight damage.
 - iv. Damage to turn signals, horn, or windshield wipers which make them inoperative.

DOT Agency means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, 653, and 654) in accordance with 49 CFR part 40.

Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed Commercial Motor Vehicle drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

Employer means an entity, *including a municipal employer*, employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with this Federal regulation. The term, as used in this policy, refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from

violations of this policy and any applicable DOT agency regulations. Service agents are not employers for the purpose of Federal regulations.

Licensed medical practitioner means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

Negative return-to-duty test means a return-to-duty test with a negative drug result and/or an alcohol test with an alcohol concentration of less than 0.02, as described in § 40.305.

Performing (a safety-sensitive function) means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Positive alcohol test means an alcohol test with an alcohol concentration of greater than or equal to 0.04.

Positive rate for random drug testing means the number of verified positive results for random drug tests conducted under this part plus the number of refusals of random drug tests required by this part, divided by the total number of random drug tests results (i.e., positives, negatives, and refusals) under this part.

Refuse to submit (to an alcohol or controlled substances test) means that you as a driver:

- (a)(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by C/TPA (see §40.61(a));
- (2) Fail to remain at the testing site until the testing process is complete. Provided that an employee who leaves the testing site before the testing process commences (see §40.63(c)) for a pre-employment test is not deemed to have refused to test;
- (3) Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations; Provided that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see §40.63(c)) for a pre-employment test is not deemed to have refused to test;
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen (see §§40.67(l) and 40.69(g));
- (5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2));
- (6) Fail or decline to take an additional drug test the employer or collector has directed you to take (see, for instance, Sec.40.197 (b));
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under Sec. 40.193(d). In the case of

a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test; or

(8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

(9) For an observed collection, fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

(10) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

(11) Admit to the collector or MRO that you adulterated or substituted the specimen.

(12) For a breath alcohol test, refusing to sign the certification at Step 2 of the ATF 40.261 (a) (3).

(b) As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

(c) As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations. 40.191

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, using a vehicle for road clearing, snow removal, trash and recycling removal, remaining in readiness to operate the vehicle, and
- (5) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening test (or initial test) means:

- (1) In drug testing, a test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.
- (2) In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

Service agent means any person or entity, other than an employee of the employer, who provides services to employers and/or employees in connection with DOT drug and alcohol testing

requirements. This includes, but is not limited to, collectors, BATs and STTs, laboratories, MROs, substance abuse professionals, and C/TPAs. To act as service agents, persons and organizations must meet DOT qualifications, if applicable. Service agents are not employers for purposes of this part.

Stand-down means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results.

Violation rate for random alcohol testing means the number of 0.04 and above random alcohol confirmation test results conducted under this part plus the number of refusals of random alcohol tests required by this part, divided by the total number of random alcohol screening tests (including refusals) conducted under this part.

PREEMPTION OF STATE AND LOCAL LAWS 382.109

- (a) Except as provided in paragraph (b) of this section, the Federal regulation requiring this alcohol and controlled substances testing preempts any State or local law, rule, regulation, order to the extent that:
 - (1) Compliance with both the State or local requirement and the Federal regulation is not possible; or
 - (2) Compliance with the State or local requirement is an obstacle to the accomplishment and execution of any requirement of this Federal regulation.
- (b) This policy, and the Federal regulation requiring it, shall not be construed to preempt provisions of State criminal law that impose sanctions for reckless conduct leading to actual loss of life, injury, or damage to property, whether the provisions apply specifically to transportation employees, the Borough, or the general public.

OTHER REQUIREMENTS IMPOSED BY THE BOROUGH 382.111

Except as expressly provided in this policy, nothing in the Federal regulation 382 and 49 CFR part 40 shall be construed to affect the authority of the Borough, or the rights of drivers, with respect to the use of alcohol, or the use of controlled substances, including authority and rights with respect to testing and rehabilitation. *Accordingly, the Borough may adopt, under its own authority, a Non-DOT drug and alcohol testing program.*

REQUIREMENT FOR NOTICE 382.113

Before performing an alcohol or controlled substances test under the Federal regulation, the Borough shall notify a driver that the alcohol or controlled substances test is required by Federal regulation. The Borough shall not falsely represent that a test is administered under Federal regulation.

STARTING DATE FOR TESTING PROGRAMS 382.115

- (a) All domestic-domiciled employers must implement the requirements of this policy the date the employer begins commercial motor vehicle operations.
- (b) All foreign-domiciled employers must implement the requirements of this policy on the date the employer begins commercial motor vehicle operations in the United States.

PUBLIC INTEREST EXCLUSION 382.117

The Borough shall not use the services of a service agent who is subject to a public interest exclusion (PIE) in accordance with 49 CFR part 40, Subpart R. *This is a service agent who has been found by the DOT to be disqualified from providing services to DOT regulated employers.*

EMPLOYEE ADMISSION OF ALCOHOL AND CONTROLLED SUBSTANCE USE 382.121

- (a) Employees who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation and treatment requirements of this policy and 49 CFR part 40, provided that:
 - (1) The admission is in accordance with the Borough's written voluntary self-identification program or policy that meets the requirements of paragraph (b) of this section;
 - (2) The driver does not self-identify in order to avoid testing under the requirements of this part;
 - (3) The driver makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and
 - (4) The driver does not perform a safety sensitive function until the Borough is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.
- (b) A qualified voluntary self-identification program or policy must contain the following elements:
 - (1) It prohibits the Borough from taking adverse action against an employee making a voluntary admission of alcohol misuse or controlled substances use within the parameters of the program or policy and paragraph (a) of this section;
 - (2) It must allow the employee sufficient opportunity to seek evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
 - (3) It must permit the employee to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor;
 - (4) It must ensure that:
 - (i) Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or
 - (ii) Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty controlled substance test with a verified negative test result for controlled substances use; and

(5) It may incorporate employee monitoring and include non-DOT follow-up testing.

DRIVER IDENTIFICATION 382.123

- (a) For each alcohol test performed, the Borough shall provide the driver's commercial driver's license number and State of issuance in Step 1, Section B of the Alcohol Testing Form (ATF).
- (b) For each controlled substance test performed under this part, the ***Entity Type*** shall provide the following information, which must be recorded as follows:
 - (i) The driver's commercial driver's license number and State of issuance in Step 1, section C of the Federal Drug Testing Custody and Control Form (CCF).
 - (ii) The employer's name and other identifying information required in Step 1, section A of the ATF.

EMPLOYEE ASSISTANCE PROGRAM

The Borough's employee assistance program (EAP) is a confidential program designed to assist in the identification and resolution of problems associated with employees impaired by alcohol or drugs, or other personal concerns that may adversely affect employee job performance.

SECTION B - PROHIBITIONS

ALCOHOL CONCENTRATION 382.201

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. If the Borough has actual knowledge that a driver has an alcohol concentration of 0.04 or greater, the driver will not be permitted to perform or continue to perform safety-sensitive functions.

ON-DUTY USE 382.205

No driver shall use alcohol while performing safety-sensitive functions. If the Borough has actual knowledge that a driver is using alcohol while performing safety-sensitive functions, that driver shall not be permitted to perform or continue to perform safety-sensitive functions.

PRE-DUTY USE 382.207

No driver shall perform safety-sensitive functions within four (4) hours after using alcohol. If the Borough has actual knowledge of a driver who has used alcohol within four (4) hours, that driver will not be permitted to perform or continue to perform safety-sensitive functions.

USE FOLLOWING AN ACCIDENT 382.209

No driver required to take a post-accident alcohol test under 382.303 shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCES TEST 382.211

No driver shall refuse to submit to a post-accident alcohol or controlled substances test required under 382.303, a random alcohol or controlled substances test required under 382.305, a reasonable suspicion alcohol or controlled substances test required under 382.307, or a follow-up alcohol or controlled substances test required under 382.311. The Borough shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

DISCLOSURE OF OFF-DUTY DUI AND DRUG OFFENSE ARREST AN/OR CONVICTION 382.111

Safety Rule requiring mandatory reporting by Drivers of off – duty DUI and Drug Offense Arrest and/or Conviction. In accordance with the authority granted to the Borough by the DOT in 49 CFR 382.111 to impose other requirements to prevent alcohol misuse by Drivers, it is mandatory that Drivers disclose to their supervisor by the end of the business day arrest and/or convictions for all alcohol and/or drug related offenses committed while operating any motor vehicle. This will allow the Borough to immediately remove from safety sensitive functions, Drivers who have engaged in off – duty unsafe behavior related to alcohol or drug misuse (which is directly related to their safety sensitive functions performed for the Borough) to make determinations as follows: 1) if the Driver is fit for duty; 2) if the Driver is still qualified under DOT regulations to operate a CMV for the Borough; 3) if the Driver is still insurable at standard rates under the Borough fleet policy; and 4) if the Driver can still meet the essential job functions for the position of Driver. It is an Essential Job Function of every DOT regulated Driver that they be qualified and licensed to operate a CMV without the use of a judicially ordered interlocking device, or similar device as part of a diversion or conviction for an alcohol related offence.

PRE-DUTY DISCLOSURE OF ANY IMPAIRING EFFECT MEDICATION OR SUBSTANCES 382.213

(a) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

(b) The Borough, having actual knowledge that a driver has used a controlled substance, shall not permit the driver to perform or continue to perform a safety-sensitive function.

(c) The Borough may require a driver to inform the Borough of any therapeutic drug use.

All drivers of the Borough are required, as a safety rule and under DOT regulations, to pre-duty disclosure that they are taking ANY impairing affect therapeutic drug, prescription medication (including medical marijuana), over-the-counter medication, mind altering synthetic or designer drugs or substances which may have an effect on their ability to safely operate a commercial motor vehicle or the performance of safety-sensitive duties. It is an essential function of every driver's position at the Borough to be able to work in a constant state of alertness and in a safe manner. If the fact that the driver is taking an impairing effect drug, medication or substance is not disclosed pre-duty by a driver, and the driver tests positive or is determined by the MRO to be a potential safety risk due to a drug, medication or substance, that driver will be subject to discipline, up to and including termination for violation of this safety rule. If disclosure is made, the Borough, in accordance with its authority under 49 CFR Part 391.11(a), reserves the right to send the driver for a Fitness-for-Duty evaluation to evaluate the medication and its possible adverse effects on the driver's ability to safely operate a commercial motor vehicle or the performance of other safety-sensitive duties. In determining whether the employee has a legally valid prescription so as to constitute a legitimate medical explanation, consistent with the Controlled Substances Act (CSA), the MRO will use the CSA standard when conducting his medical review (49 CFR Part 40.137).

In advance of the operation of a commercial motor vehicle, or the performance of other safety-sensitive duties, or testing, drivers are strongly encouraged (and mandated by DOT Regulations) to have their own doctor make an individualized assessment of any safety related risks of the drug, medication or substance which they are taking, providing the doctor a copy of their job description or specific duties, and having the doctor render an opinion on the safety related risks. The driver need not disclose to their supervisor the drug, medication or substance, or the medical condition involved, to fulfill this pre-duty disclosure obligation of this safety policy, but may do so confidentially to the DER. All information provided will be kept separate from personnel files and in a confidential manner by the DER. The MRO will make the final determination on the driver's ability to safely operate a commercial motor vehicle or the safety related risks of any particular drug, medication or substance, although the Borough shall make the final determination on whether the driver is qualified to drive/operate a commercial motor vehicle.

CONTROLLED SUBSTANCES TESTING 382.215

No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. The Borough, having actual knowledge that a driver has tested positive or has adulterated or substituted a test specimen for controlled substances, shall not permit the driver to perform or continue to perform safety-sensitive functions. In accordance with 49 CFR Part 40.171, when the MRO has notified the driver that he or she has a verified positive drug test and/or refusal to test because of adulteration or substitution, the driver has 72 hours from the time of notification to request a test of the split specimen.

EMPLOYER RESPONSIBILITIES 382.217

No employer may allow, require, permit or authorize a driver to operate a commercial motor vehicle during any period in which an employer determines that a driver is not in compliance with the return-to-duty requirements in 49 CFR part 40, subpart O, after the occurrence of any of the following events:

- (a) The driver receives a positive, adulterated, or substituted drug test result conducted under part 40;
- (b) The driver receives an alcohol confirmation test result of 0.04 or higher alcohol concentration conducted under part 40;
- (c) The driver refused to submit to a test for drugs or alcohol required under § 382; or
- (d) The driver used alcohol prior to a post-accident alcohol test in violation of § 382.209.

CONSEQUENCES OF CONDUCT PROHIBITED BY SECTION B Any driver who engages in conduct prohibited by Section B of this policy will be subject to disciplinary action up to and including termination.

SECTION C - TESTS REQUIRED

TESTS REQUIRED

Required testing includes pre-employment (controlled substances required, alcohol at option of the Borough, post-accident, random, and reasonable suspicion. Return-to-duty and follow-up-testing is also required if the Borough allows a "positive" test employee to return to a safety-sensitive function after the required evaluation by a Substance Abuse Professional and the required rehabilitation.

THE BOROUGH RESERVES RIGHT TO CONDUCT NON-DOT DRUG AND ALCOHOL TESTING

In addition to drug and alcohol testing conducted by the Borough pursuant to 49 CFR Part 40 and 49 CFR Part 382, The Borough reserves the independent authority to screen and/or test employees under the Borough's Policy including, but not limited to, laboratory testing and point of collection test (POCT) devices utilizing alternative body specimens including hair, urine and oral fluid (saliva), for the detection of illegal drugs, prescription and over-the-counter medications or substances which have an impairing affect and/or alcohol, taken by those who are considered safety-sensitive employees, as may be permitted and/or restricted by applicable state or local laws or regulations and applicable collective bargaining agreements. The term "illegal use of drugs" includes any mind altering synthetic or designer drugs as well as any controlled or scheduled substance not used in accordance with a health care provider's lawful prescription for the user. These collections will be performed in addition to, and not as a substitute for, DOT regulated tests and these urine specimens will not be poured from or taken from the same specimen collected for a DOT urine test or alcohol test [40.13] and will not be conducted using DOT forms [40.47, 40.227]. This may also include a "zero tolerance" policy for the use of drugs or alcohol.

PRE-EMPLOYMENT 382.301

(a) Prior to the first time a driver performs safety-sensitive functions for the Borough, the driver shall undergo testing for controlled substances as a condition prior to being used, unless the Borough uses the exception in paragraph (b) of this section. The Borough shall not allow a driver, who the Borough intends to hire or use, to perform safety-sensitive functions unless the Borough has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that driver. *The Borough shall require a re-collection of a urine specimen on any pre-employment, return-to-duty and follow-up drug test if the result is negative-dilute. The MRO has authority to direct the re-collection be observed. If the second test result is also negative-dilute, the Borough shall accept the result as a negative test.*

(b) The Borough is not required to administer a controlled substances test required by paragraph (a) of this section if:

(1) The driver has participated in a controlled substances testing program that meets the requirements of this policy within the previous 30 days; and

(2) While participating in that program, either—

(i) Was tested for controlled substances within the past 6 months (from the date of application with the Borough, or

(ii) Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the Borough); and

(3) The Borough ensures that no prior employer of the driver of whom the Borough has knowledge has records of a violation of this policy or the controlled substances use rule of another DOT agency within the previous six months.

(c) (1) If the Borough exercises the exception in paragraph (b) of this section, The Borough shall contact the controlled substances testing program(s) in which the driver participates or participated and shall obtain and retain from the testing program(s) the following information:

(i) Name(s) and address(es) of the program(s).

(ii) Verification that the driver participates or participated in the program(s).

(iii) Verification that the program(s) conforms to part 40 of Federal regulations.

(iv) Verification that the driver is qualified under the rules of this policy, including that the driver has not refused to be tested for controlled substances.

(v) The date the driver was last tested for controlled substances.

(vi) The results of any tests taken within the previous six months and any other violations of Section B of this policy.

(2) If the Borough who uses, but does not employ a driver more than once a year to operate commercial motor vehicles must obtain the information in paragraph (c)(1) of this section at least once every six months. The records prepared under this paragraph shall be maintained in accordance with 382.401. If the Borough cannot verify that the driver is participating in a controlled substances testing program in accordance with this policy and part 40 of Federal regulations, the Borough shall conduct a pre-employment controlled substances test.

(d) The Borough may, but is not required to, conduct pre-employment alcohol testing under this policy. If the Borough chooses to conduct pre-employment alcohol testing, it must comply with the following requirements:

(1) It must conduct a pre-employment alcohol test before the first performance of safety-sensitive functions by every covered employee (whether a new employee or someone who has transferred to a position involving the performance of safety-sensitive functions).

(2) It must treat all safety-sensitive employees performing safety-sensitive functions the same for the purpose of pre-employment alcohol testing (i.e., it must not test some covered employees and not others).

(3) It must conduct the pre-employment tests after making a contingent offer of employment or transfer, subject to the employee passing the pre-employment alcohol test.

(4) It must conduct all pre-employment alcohol tests using the alcohol testing procedures of 49 CFR part 40 of Federal regulation.

(5) It must not allow a covered employee to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.04.

POST-ACCIDENT 382.303

(a) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, The Borough shall test for alcohol for each of its surviving drivers:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(b) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, the Borough shall test for controlled substances for each of its surviving drivers:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(c) The following table notes when a post-accident test is required to be conducted by paragraphs (a)(1), (a)(2), (b)(1), and (b)(2) of this section:

Type of Accident	Citation Issued to CMV Driver	Test must be performed by the Borough
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	NO	NO

(d) (1) Alcohol tests. If a test required by this section is not administered within two hours following the accident, the Borough shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the Borough shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

(2) Controlled substance tests. If a test required by this section is not administered within 32 hours following the accident, the Borough shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

(e) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the Borough to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

(f) The Borough shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

(g) (1) The results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the Borough.

(2) The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the Borough.

(h) Exception. This section does not apply to:

(1) An occurrence involving only boarding or alighting from a stationary motor vehicle; or

(2) An occurrence involving only the loading or unloading of cargo; or

(3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in 571.3) by the Borough unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 177.823.

RANDOM 382.305

(a) The Borough shall comply with the requirements of this section. Every driver shall submit to random alcohol and controlled substance testing as required in this section.

(b) (1) Except as provided in paragraphs (c) through (e) of this section, the minimum annual percentage rate for random alcohol testing shall be 10 percent of the average number of driver positions.

(2) Except as provided in paragraphs (f) through (h) of this section, the minimum annual percentage rate for random controlled substances testing shall be 25 percent of the average number of driver positions.

- (c) (1) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.

(2) Each driver selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made.

(3) Each driver selected for testing shall be tested during the selection period.
- (d) (1) To calculate the total number of covered drivers eligible for random testing throughout the year, the Borough, must add the total number of covered drivers eligible for testing during each random testing period for the year and divide that total by the number of random testing periods. Covered employees, and only covered employees, are to be in the Borough's random testing pool, and all covered drivers must be in the random pool. If the Borough conducts random testing more often than once per month (e.g., daily, weekly, bi-weekly) the Borough does not need to compute this total number of covered drivers rate more than on a once per month basis.

(2) The Borough may use a service agent (e.g., a C/TPA) to perform random selections and covered drivers may be part of a larger random testing pool of covered employees. However, the Borough must ensure that the service agent is testing at the appropriate percentage established for FMCSA and that only covered employees are in the random testing pool
- (e) (1) The Borough shall ensure that random alcohol and controlled substances tests conducted under this policy are unannounced.

(2) The Borough shall ensure that the dates for administering random alcohol and controlled substances tests are spread reasonably throughout the calendar year.
- (f) The Borough shall require that each driver who is notified of selection for random alcohol and/or controlled substances testing proceeds to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function, other than driving a commercial motor vehicle, at the time of notification, the Borough, shall instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible.
- (g) A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.
- (h) If a given driver is subject to random alcohol or controlled substances testing under the random alcohol or controlled substances testing rules of more than one DOT agency for the Borough, the driver shall be subject to random alcohol and/or controlled substances testing at the annual percentage rate established for the calendar year by the DOT agency regulating more than 50 percent of the driver's function.

(i) If the Borough is required to conduct random alcohol or controlled substances testing under the alcohol or controlled substances testing rules of more than one DOT agency, the Borough may-

(1) Establish separate pools for random selection, with each pool containing the DOT-covered employees who are subject to testing at the same required minimum annual percentage rate; or

(2) Randomly select such employees for testing at the highest minimum annual percentage rate established for the calendar year by any DOT agency to which the Borough is subject.

REASONABLE SUSPICION 382.307

(a) The Borough shall require a driver to submit to an alcohol test when the Borough has reasonable suspicion to believe that the driver has violated the prohibitions of Section B of this policy concerning alcohol. The Borough's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

(b) The Borough shall require a driver to submit to a controlled substances test when there is reasonable suspicion to believe that the driver has violated the prohibitions of Section B of this policy concerning controlled substances. The Borough's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

(c) The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or an official of the Borough who is trained in accordance with 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver. *If the employee insists on driving, the proper local enforcement authority should be notified that an employee, who we believe may be under the influence of a drug or alcohol, is leaving the Borough premises driving a motor vehicle.*

(d) Alcohol testing is authorized by DOT/FMCSA regulations only if the observations required by paragraph (a) of this section are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the Federal regulation. A driver may be directed by the Borough to only undergo reasonable suspicion alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

(e) (1) If an alcohol test required by DOT/FMCSA regulations is not administered within two (2) hours following the determination under paragraph (a) of this section, the Borough shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by DOT/FMCSA regulations is not administered

within eight (8) hours following the determination under paragraph (a) of this section, the Borough shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

(2) Notwithstanding the absence of a reasonable suspicion alcohol test under DOT/FMCSA regulations, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the Borough permit the driver to perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty four (24) hours have elapsed following the determination under paragraph (a) of this section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this policy concerning the use of alcohol.

(3) Except as provided in paragraph (e)(2) of this section, the Borough shall take no action under this policy against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the Borough with independent authority of DOT/FMCSA regulations from taking any action otherwise consistent with law.

(f) A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or an official of the Borough who made the observations, with 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

RETURN-TO-DUTY 382.309

The requirements for return-to-duty testing must be performed in accordance with 49 CFR part 40, Subpart O, including that such tests will be collected under direct observation.

FOLLOW-UP 382.311

The requirements for follow-up testing must be performed in accordance with 49 CFR part 40, Subpart O, including that such tests will be collected under direct observation.

SECTION D - HANDLING OF TEST RESULTS, RECORD RETENTION AND CONFIDENTIALITY

RETENTION OF RECORDS 382.401

(a) General requirement. The Borough shall maintain records of its alcohol misuse and controlled substances use prevention programs as provided in this section. The records shall be maintained in a secure location with controlled access.

(b) Period of retention. The Borough shall maintain the records in accordance with the following schedule:

(1) *Five years.* The following records shall be maintained for a minimum of five years:

- (i) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater,
- (ii) Records of driver verified positive controlled substances test results,
- (iii) Documentation of refusals to take required alcohol and/or controlled substances tests,
- (iv) Driver evaluation and referrals,
- (v) Calibration documentation,
- (vi) Records related to the administration of the alcohol and controlled substances testing programs,
- (vii) Records related to the administration of the alcohol and controlled substances testing program, including records of all driver violations, and
- (viii) A copy of each annual calendar year summary required by 382.403.

(2) *Two years.* Records related to the alcohol and controlled substances collection process (except calibration of evidential breath testing devices).

(3) *One year.* Records of negative and canceled controlled substances test results (as defined in part 40 of Federal regulations) and alcohol test results with a concentration of less than 0.02 shall be maintained for a minimum of one year.

(4) *Indefinite period.* Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors, and drivers shall be maintained by the Borough while the individual performs the functions which require the training and for two years after ceasing to perform those functions.

(c) Types of records. The following specific records shall be maintained. “Documents generated” are documents that may have to be prepared under a requirement of Federal regulations and this policy. If the record is required to be prepared, it must be maintained.

(1) Records related to the collection process:

- (i) Collection logbooks, if used,
- (ii) Documents relating to the random selection process,
- (iii) Calibration documentation for evidential breath testing devices,
- (iv) Documentation of breath alcohol technician training,
- (v) Documents generated in connection with decisions to administer reasonable suspicion alcohol or controlled substances tests,
- (vi) Documents generated in connection with decisions on post-accident tests,
- (vii) Documents verifying existence of a medical explanation of the inability of a driver to provide adequate breath or to provide a urine specimen for testing and
- (viii) A copy of each annual calendar year summary as required by 382.403.

(2) Records related to a driver’s test results:

- (i) The Borough’s copy of the alcohol test form, including the results of the test,
- (ii) The Borough’s copy of the controlled substances test chain of custody and control form,
- (iii) Documents sent by the MRO to the Borough, including those required by part 40, Subpart G,
- (iv) Documents related to the refusal of any driver to submit to an alcohol or controlled substances test required by this policy and
- (v) Documents presented by a driver to dispute the result of an alcohol or controlled substances test administered under this policy.
- (vi) Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that the Borough:
 - (A) Must obtain in connection with the exception contained in 382.301 of this policy, and
 - (B) Must obtain as required by 382.413.

(3) Records related to other violations of this policy.

(4) Records related to evaluations:

- (i) Records pertaining to a determination by a substance abuse professional concerning a driver's need for assistance and
- (ii) Records concerning a driver's compliance with recommendations of the substance abuse professional.

(5) Records related to education and training:

- (i) Materials on alcohol misuse and controlled substances use awareness, including a copy of the Borough's policy on alcohol misuse and controlled substances use,
- (ii) Documentation of compliance with requirements of 382.601, including the driver's signed receipt of education materials,
- (iii) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for alcohol and/or controlled substances testing based on reasonable suspicion;
- (iv) Documentation of training for breath alcohol technicians as required by 40.213(a), and
- (v) Certification that any training conducted under these Federal Regulations complies with requirements for such training.

(6) Administrative records related to alcohol and controlled substances testing:

- (i) Agreements with collection site facilities, laboratories, breath alcohol technicians, screening test technicians, medical review officers, and consortia and/or with a C/TPA,
- (ii) Names and positions of officials and their role in the Borough's alcohol and controlled substances testing program(s),
- (iii) Semi-annual laboratory statistical summaries of urinalysis required by 40.111 (a) of Federal regulations and
- (iv) The Borough's alcohol and controlled substances testing policy and procedures.

(d) Location of records. All records required by this policy shall be maintained as required by 390.31 and shall be made available for inspection at the Borough's principal place of business within two business days after a request has been made by an authorized representative of the FMCSA.

REPORTING OF RESULTS IN A MANAGEMENT INFORMATION SYSTEM 382.403

(a) The Borough shall prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this part during the previous calendar year, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Borough or any of its drivers.

(b) If the Borough is notified, during the month of January, of a request by the Federal Motor Carrier Safety Administration to report the Borough's annual calendar year summary information, the Borough shall prepare and submit the report to the FMCSA by March 15 of that year. The Borough shall ensure that the annual summary report is accurate and received by March 15 at the location that the FMCSA specifies in its request. The Borough must use the Management Information System (MIS) form and instructions as required by 49 CFR part 40. The Borough may also use the electronic version of the MIS form provided by the DOT. The Administrator may designate means (e.g., electronic program transmitted via the Internet), other than hard-copy, for MIS form submission. For information on the electronic version of the form, see:

<https://www.transportation.gov/odapc/MISreporting>

You may also view and download the updated (1.01.2018) instructions at the DOT's website: <https://www.transportation.gov/odapc/MISreporting>. You must submit the MIS report in accordance with rule requirements (e.g., dates for submission, selection of companies required to submit, and method of reporting) established by the DOT agency regulating your operation.

(c) When the report is submitted to the FMCSA by mail or electronic transmission, the information requested shall be typed, except for the signature of the certifying official. The Borough shall ensure the accuracy and timeliness of each report submitted by the Borough or a consortium.

(d) If the Borough has a covered employee who performs multi-DOT agency functions (e.g., an employee drives a commercial motor vehicle and performs pipeline maintenance duties for the Borough), then that employee shall be counted only on the MIS report for the DOT agency under which he or she is randomly tested. Normally, this will be the DOT agency under which the employee performs more than 50% of his or her duties. The Borough may have to explain the testing data for these employees in the event of a DOT agency inspection or audit.

(e) A service agent (e.g., Consortia/Third party administrator as defined in 49 CFR 382.107) may prepare the MIS report on behalf of the Borough. However, a Borough official (e.g., Designated employer representative) must certify the accuracy and completeness of the MIS report, no matter who prepares it.

ACCESS TO FACILITIES AND RECORDS 382.405

(a) Except as required by law or expressly authorized or required, the Borough shall not release driver information that is contained in records required to be maintained under 382.401.

(b) A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his/her

alcohol or controlled substances tests. The Borough will promptly provide the records requested by the driver. Access to a driver's records shall not be contingent upon payment for records other than those specifically requested.

(c) The Borough shall permit access to all facilities utilized in complying with the requirements of this policy to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Borough or any of its drivers.

(d) The Borough and each service agent who maintains records for an employer, must make available copies of all results for DOT alcohol and/or controlled substances testing conducted by the Borough and any other information pertaining to the Borough's alcohol misuse and/or controlled substances use prevention program when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Borough or any of its drivers.

(e) When requested by the National Transportation Safety Board as a part of a crash investigation:

(i) The Borough must disclose information related to the Borough's administration of a post-accident alcohol and/or a controlled substances test administered following the crash under investigation; and

(ii) FMCSA will provide access to information in the Clearinghouse (once established) concerning drivers who are involved with the crash under investigation.

(f) When requested by the National Transportation Safety Board as part of an accident investigation, the Borough shall disclose information related to the Borough's administration of a post-accident alcohol and/or controlled substances test administered following the accident under investigation.

(g) Records shall be made available to a subsequent employer upon receipt of a written request from a driver. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the driver's request.

(h) The Borough may disclose information required to be maintained under this policy pertaining to a driver to the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the individual, and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) of this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought).

(i) The Borough shall release information regarding a driver's records as directed by the specific written consent of the driver authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in 49 CFR part 40.321(b).

MEDICAL REVIEW OFFICER NOTIFICATIONS TO THE BOROUGH 382.407

The medical review officer shall report the results of controlled substances tests to the Borough in accordance with the requirements of 49 CFR part 40, Subpart G.

MEDICAL REVIEW OFFICER RECORD RETENTION FOR CONTROLLED SUBSTANCES 382.409

(a) A medical review officer or third party administrator shall maintain all dated records and notifications, identified by individual, for a minimum of five (5) years for verified positive controlled substances test results.

(b) A medical review officer or third party administrator shall maintain all dated records and notifications, identified by individual, for a minimum of one (1) year for negative and canceled controlled substances test results.

(c) No person may obtain the individual controlled substances test results retained by a medical review officer (MRO as defined in § 40.3) or a consortium/third party administrator (C/TPA as defined in 382.107), and no MRO or C/TPA may release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver. Nothing in this paragraph (c) shall prohibit a MRO or a C/TPA from releasing to the employer, the Clearinghouse (once established), or to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances and alcohol testing program under this part, the information delineated in part 40, subpart G.

EMPLOYER NOTIFICATIONS 382.411

(a) The Borough shall notify a driver of the results of a pre-employment controlled substances test conducted under this policy, if the driver applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The Borough shall notify a driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The Borough shall also inform the driver which controlled substance or substances were verified as positive.

(b) The designated employer representative (DER) shall make reasonable efforts to contact and request each driver who submitted a specimen under this policy, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver.

(c) The designated employer representative (DER) shall immediately notify the medical review officer that the driver has been notified to contact the medical review officer within 24 hours.

INQUIRIES FOR ALCOHOL AND CONTROLLED SUBSTANCES INFORMATION FROM PREVIOUS EMPLOYERS 382.413

(a) The Borough must request alcohol and controlled substances information from previous employers in accordance with the requirements of § 40.25, except that the Borough must request information from all DOT-regulated employers that employed the driver within the previous 3 years and the scope of the information requested must date back 3 years.

(b) As of January 6, 2023, employers must use the Drug and Alcohol Clearinghouse in accordance with § 382.701(a) to comply with the requirements of § 40.25 of this title with respect to FMCSA-regulated employers. **Exception:** When an employee who is subject to follow-up testing has not successfully completed all follow-up tests, employers must request the previous employer's follow-up testing plan directly from the previous employer in accordance with § 40.25(b)(5).

(c) If an applicant was subject to an alcohol and controlled substance testing program under the requirements of a DOT Agency other than FMCSA, the Borough must request the alcohol and controlled substances information required under this section and § 40.25 directly from those employers regulated by a DOT Agency other than FMCSA.

NOTIFICATION TO EMPLOYERS OF A CONTROLLED SUBSTANCES OR ALCOHOL TESTING PROGRAM VIOLATION 382.415

Each person holding a commercial driver's license and subject to the DOT controlled substances and alcohol testing requirements under § 382 who has violated the alcohol and controlled substances prohibitions under part 40 or under § 382 without complying with the requirements of part 40, subpart O, must notify in writing all current employers of such violation(s). The driver is not required to provide notification to the employer that administered the test or documented the circumstances that gave rise to the violation. The notification must be made before the end of the business day following the day the employee received notice of the violation, or prior to performing any safety-sensitive function, whichever comes first.

SECTION E - CONSEQUENCES FOR DRIVERS ENGAGING IN SUBSTANCE USE-RELATED CONDUCT

REMOVAL FROM SAFETY-SENSITIVE FUNCTION 382.501

- (a) Except as provided in Section F of this policy, no driver shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by Section B of this policy or an alcohol or controlled substances rule of another DOT agency.
- (b) The Borough shall not permit any driver to perform safety-sensitive functions, including driving a commercial motor vehicle, if the Borough has determined that the driver has violated this policy.
- (c) For the purposes of DOT/FMCSA regulations, commercial motor vehicle means a commercial motor vehicle in commerce as defined in 382.107 and a commercial motor vehicle in interstate commerce as defined in part 390.

REQUIRED EVALUATION AND TESTING 382.503

No driver who has engaged in conduct prohibited by Section B of this policy shall perform safety-sensitive functions, including driving a commercial motor vehicle, unless the driver has met the requirements of 49 CFR part 40, Subpart O. The Borough shall not permit a driver who has engaged in conduct prohibited by Section B of this policy to perform safety-sensitive functions, including driving a commercial motor vehicle, unless the driver has met the requirements of 49 CFR part 40, Subpart O.

OTHER ALCOHOL-RELATED CONDUCT 382.505

- (a) No driver tested under the provisions of Section C of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions for the Borough, including driving a commercial motor vehicle, nor shall the Borough permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- (b) Except as provided in paragraph (a) of this section, the Borough shall not take any action under this policy against a driver based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the Borough with authority independent of this policy from taking any action otherwise consistent with law.

The use or possession of alcoholic beverages while on the Borough's property, or in any of the Borough's vehicle, or on the Borough's time, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.

Employees who are not at work, but who could be called out are expected to be fit for duty upon reporting for work. If an employee is under the influence of alcohol, the employee must notify the Borough's personnel when contacted. Failure to advise the Borough of alcohol consumption may result in disciplinary action. If a covered employee is perceived to be under the influence of alcohol when reporting to work after being called in, the employee's supervisor must be notified.

The supervisor must objectively observe the employee's behavior and if possible, substantiate the behavior with a second supervisor. Supervisors must have received training in alcohol and/or substance abuse detection. The supervisor must follow procedures outlined in the policy. If a determination to test for reasonable suspicion is made, the employee is immediately removed from safety-sensitive duties and the DER is contacted.

PENALTIES 382.507

The Borough and/or driver who violates the FMCSA requirements of § 382 and/or 49 CFR part 40 shall be subject to the civil and/or criminal penalty provisions of 49 U.S.C. Section 521(b).

SECTION F – ALCOHOL MISUSE AND CONTROLLED SUBSTANCES USE INFORMATION, TRAINING, AND REFERRAL

THE BOROUGH’S OBLIGATION TO PROMULGATE A POLICY ON THE MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES. 382.601

(a) *General requirements.* The Borough shall provide educational materials that explain the requirements of this policy and the Borough’s policies and procedures with respect to meeting the FMCSA alcohol and drug testing requirements.

(1) The Borough shall ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing under this policy and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

(2) The Borough shall provide written notice to representatives of employee organizations of the availability of this information.

(b) *Required content.* The materials to be made available to drivers shall include detailed discussion of at least the following:

(1) The identity of the person designated by the Borough to answer driver questions about the materials; (*COVERED EMPLOYEE CERTIFICATE OF RECEIPT*)

(2) The categories of drivers who are subject to the provisions of this policy; (*APPLICABILITY*)

(3) Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the work day the driver is required to be in compliance with the policy; (*PERIOD OF THE WORK DAY A DRIVER IS REQUIRED TO BE IN COMPLIANCE*)

(4) Specific information concerning driver conduct that is prohibited by this policy; (*SECTION B - PROHIBITIONS*)

(5) The circumstances under which a driver will be tested for alcohol and/or controlled substances under this policy including post-accident testing under 382.303(d); (*SECTION C - TESTS REQUIRED*)

(6) The procedures that will be used to test for the presence of alcohol and controlled substances, protect the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver, including post-accident information, procedures and instructions required by 382.303(d); (*49 CFR part 40*)

- (7) The requirement that a driver submit to alcohol and controlled substances tests administered in accordance with this policy; (*REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCES TEST*)
 - (8) An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences; (*DEFINITIONS*)
 - (9) The consequences for drivers found to have violated Section B of this policy, including the requirement that the driver be removed immediately from safety-sensitive functions, and the procedures under 49 CFR part 40, Subpart O; (*CERTIFICATE OF RECEIPT, CONSEQUENCES OF PROHIBITED CONDUCT; and CONSEQUENCES OF CONDUCT PROHIBITED BY SECTION B, and SECTION E*)
 - (10) The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; (*OTHER ALCOHOL-RELATED CONDUCT 382.505*)
 - (11) Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a coworker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management;
- (c) The requirement that the following personal information collected and maintained under this part shall be reported to the Clearinghouse (once established):
- (1) A verified positive, adulterated, or substituted drug test result;
 - (2) An alcohol confirmation test with a concentration of 0.04 or higher;
 - (3) A refusal to submit to any test required by subpart C;
 - (4) An employer's report of actual knowledge, as defined at § 382.107;
 - (5) On-duty alcohol use pursuant to § 382.205;
 - (6) Pre-duty alcohol use pursuant to § 382.207;
 - (7) Alcohol use following an accident pursuant to § 382.209; and
 - (8) Controlled substance use pursuant to § 382.213;
 - (9) A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
 - (10) A negative return-to-duty test; and
 - (11) An employer's report of completion of follow-up testing.

(d) *Optional provision.* The materials supplied to drivers may also include information on the Borough's additional policies with respect to the use or possession of alcohol or controlled substances, including any consequences for a driver found to have a specified alcohol or controlled substances level, that are based on the Borough's authority independent of Federal regulation. Any such additional policies or consequences must be clearly and obviously described as being based on independent authority.

(e) *Certificate of receipt.* The Borough shall ensure that each driver is required to sign a statement certifying that he/she has received a copy of these materials described in this section. The Borough shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver.

TRAINING FOR SUPERVISORS 382.603

The Borough shall ensure that all persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a driver to undergo testing under § 382.307. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

REFERRAL, EVALUATION, AND TREATMENT 382.605

The requirements for referral, evaluation, and treatment must be performed in accordance with 49 CFR part 40, Subpart O.

SECTION G – REQUIREMENTS AND PROCEDURES FOR IMPLEMENTATION OF THE COMMERCIAL DRIVER’S LICENSE DRUG AND ALCOHOL CLEARINGHOUSE

The purpose of the Borough Policy update in advance of the Compliance Date of January 6, 2020 as mandated by § 382.601: 1) is part of the Borough’s efforts to meet its *Employer Obligation to Promulgate a Policy on the Misuse of Alcohol and Use of Controlled Substance*; 2) to publish educational materials to drivers about the Clearinghouse and other regulatory changes contained in the Final Rule issued December 5, 2016; and 3) to notify drivers that drug and alcohol test information will be reported to the Clearinghouse beginning January 6, 2020 so as to encourage drivers to seek substance abuse treatment if they currently have a problem with the misuse of alcohol and/or use of controlled substance(s).

DRUG AND ALCOHOL CLEARINGHOUSE 382.701

(a) Pre-employment query required.

(1) Employers must not employ a driver subject to controlled substances and alcohol testing to perform a safety-sensitive function without first conducting a pre-employment query of the Clearinghouse to obtain information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of § 382.211; or that an employer has reported actual knowledge, as defined at § 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance, in violation of § 382.213.

(2) The Borough must conduct a full query under this section, which releases information in the Clearinghouse to an employer and requires that the individual driver give specific consent.

(b) Annual query required.

(1) The Borough must conduct a query of the Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing under 382, to determine whether information exists in the Clearinghouse about those employees.

(2) In lieu of a full query, as described in paragraph (a)(2) of 382.701, the Borough may obtain the individual driver’s consent to conduct a limited query to satisfy the annual query requirement in paragraph (b)(1) of this section. The limited query will tell the Borough whether there is information about the individual driver in the Clearinghouse, but will not release that information to the Borough. The individual driver may give consent to conduct limited queries that is effective for more than one year.

(3) If the limited query shows that information exists in the Clearinghouse about the individual driver, the employer must conduct a full query, in accordance with paragraph (a)(2) of 382.701, within 24 hours of conducting the limited query. If the employer fails to conduct a full query within 24 hours, the employer must not allow the driver to continue to perform any safety-sensitive function until the employer conducts the full query and the results confirm that the driver's Clearinghouse record contains no prohibitions as defined in paragraph (d) of 382.701.

(c) *Employer notification.* If any information described in paragraph (a) of 382.701 is entered into the Clearinghouse about a driver during the 30-day period immediately following an employer conducting a query of that driver's records, FMCSA will notify the employer.

(d) *Prohibition.* No employer may allow a driver to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of § 382.211; or that an employer has reported actual knowledge, as defined at

§ 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance in violation of § 382.213, except where a query of the Clearinghouse demonstrates:

(1) That the driver has successfully completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, of this title; achieves a negative return-to-duty test result; and completes the follow-up testing plan prescribed by the SAP.

(2) That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with § 40.307 and specified in the SAP report required by § 40.311, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, and achieves a negative return-to-duty test result, and the employer assumes the responsibility for managing the follow-up testing process associated with the testing violation.

(e) *Recordkeeping required.* Employers must retain for 3 years a record of each query and all information received in response to each query made under this section. As of January 6, 2023, an employer who maintains a valid registration fulfills this requirement.

DRIVER CONSENT TO PERMIT ACCESS TO INFORMATION IN THE CLEARINGHOUSE 382.703

(a) No employer may query the Clearinghouse to determine whether a record exists for any particular driver without first obtaining that driver's written or electronic consent. The employer conducting the search must retain the consent for 3 years from the date of the last query.

(b) Before the Borough may access information contained in the driver's Clearinghouse record, the driver must submit electronic consent through the Clearinghouse granting the employer access to the following specific records:

- (1) A verified positive, adulterated, or substituted controlled substances test result;
- (2) An alcohol confirmation test with a concentration of 0.04 or higher;
- (3) A refusal to submit to a test in violation of § 382.211;
- (4) An employer's report of actual knowledge, as defined at § 382.107, of:
 - (i) On duty alcohol use pursuant to § 382.205;
 - (ii) Pre-duty alcohol use pursuant to § 382.207;
 - (iii) Alcohol use following an accident pursuant to § 382.209; and
 - (iv) Controlled substance use pursuant to § 382.213;
- (5) A SAP report of the successful completion of the return-to-duty process;
- (6) A negative return-to-duty test; and
- (7) An employer's report of completion of follow-up testing.

(c) No employer may permit a driver to perform a safety-sensitive function if the driver refuses to grant the consent required by paragraphs (a) and (b) of 382.703.

(d) A driver granting consent under 382.703 must provide consent electronically to the Agency through the Clearinghouse prior to release of information to an employer in accordance with § 382.701(a)(2) or (b)(3).

(e) A driver granting consent under this section grants consent for the Agency to release information to an employer in accordance with § 382.701(c).

REPORTING TO THE CLEARINGHOUSE 382.705

(a) *MROs*.

- (1) Within 2 business days of making a determination or verification, MROs must report the following information about a driver to the Clearinghouse:
 - (i) Verified positive, adulterated, or substituted controlled substances test results;
 - (ii) Refusal-to-test determination by the MRO in accordance with 49 CFR 40.191(a)(5), (7), and (11), (b), and (d)(2).

(2) MROs must provide the following information for each controlled substances test result specified in paragraph (a)(1) of this section:

- (i) Reason for the test;
- (ii) Federal Drug Testing Custody and Control Form specimen ID number;
- (iii) Driver's name, date of birth, and CDL number and State of issuance;
- (iv) Employer's name, address, and USDOT number, if applicable;
- (v) Date of the test;
- (vi) Date of the verified result; and
- (vii) *Test result*. The test result must be one of the following:

(A) Positive (including the controlled substance(s) identified);

(B) Refusal to test: adulterated;

(C) Refusal to test: substituted; or

(D) Refusal to provide a sufficient specimen after the MRO makes a determination, in accordance with § 40.193 of this title, that the employee does not have a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. Under this subpart a refusal would also include a refusal to undergo a medical examination or evaluation to substantiate a qualifying medical condition.

(3) Within 1 business day of making any change to the results report in accordance with paragraph (a)(1) of this section, a MRO must report that changed result to the Clearinghouse.

(b) *Employers*.

(1) Employers must report the following information about a driver to the Clearinghouse by the close of the third business day following the date on which they obtained that information:

(i) An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;

(ii) A negative return-to-duty test result;

(iii) A refusal to take an alcohol test pursuant to 49 CFR 40.261;

(iv) A refusal to test determination made in accordance with 49 CFR 40.191(a)(1) through (4), (a)(6), (a)(8) through (11), or (d)(1), but in the case of a refusal to test under (a)(11), the employer may report only those admissions made to the specimen collector; and

(v) A report that the driver has successfully completed all follow-up tests as prescribed in the SAP report in accordance with §§ 40.307, 40.309, and 40.311 of this title.

(2) The information required to be reported under paragraph (b)(1) of this section must include, as applicable:

(i) Reason for the test;

(ii) Driver's name, date of birth, and CDL number and State of issuance;

(iii) Employer name, address, and USDOT number;

(iv) Date of the test;

(v) Date the result was reported; and

(vi) *Test result.* The test result must be one of the following:

(A) Negative (only required for return-to-duty tests administered in accordance with § 382.309);

(B) Positive; or

(C) Refusal to take a test.

(3) For each report of a violation of 49 CFR 40.261(a)(1) or 40.191(a)(1), the employer must report the following information:

(i) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;

(ii) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);

(iii) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a driver pursuant to paragraph (b)(6) of this section when the reported refusal occurred (if applicable); and

(iv) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported under paragraph (b)(3) of this section.

(4) Employers must report the following violations by the close of the third business day following the date on which the employer obtains actual knowledge, as defined at § 382.107, of:

- (i) On-duty alcohol use pursuant to § 382.205;
- (ii) Pre-duty alcohol use pursuant to § 382.207;
- (iii) Alcohol use following an accident pursuant to § 382.209; and
- (iv) Controlled substance use pursuant to § 382.213.

(5) For each violation in paragraph (b)(4) of this section, the employer must report the following information:

- (i) Driver's name, date of birth, CDL number and State of issuance;
- (ii) Employer name, address, and USDOT number, if applicable;
- (iii) Date the employer obtained actual knowledge of the violation;
- (iv) Witnesses to the violation, if any, including contact information;
- (v) Description of the violation;
- (vi) Evidence supporting each fact alleged in the description of the violation required under paragraph (b)(4) of this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to § 382.121), correspondence, or other documentation; and
- (vii) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph (b)(4) of this section.

(6) An employer who employs himself/herself as a driver must designate a C/TPA to comply with the employer requirements in paragraph (b) of this section related to his or her own alcohol and controlled substances use.

(c) *C/TPAs*. Any employer may designate a C/TPA to perform the employer requirements in paragraph (b) of this section. Regardless of whether it uses a C/TPA to perform its requirements, the employer retains ultimate responsibility for compliance with this section. Exception: an employer does not retain responsibility where the C/TPA is designated to comply with employer requirements as described in paragraph (b)(6) of 382.705.

(d) *SAPs*.

(1) SAPs must report to the Clearinghouse for each driver who has completed the return-to-duty process in accordance with 49 CFR part 40, subpart O, the following information:

(i) SAPs name, address, and telephone number;

(ii) Driver's name, date of birth, and CDL number and State of issuance;

(iii) Date of the initial substance-abuse-professional assessment; and

(iv) Date the SAP determined that the driver demonstrated successful compliance as defined in 49 CFR part 40, subpart O, and was eligible for return-to-duty testing under 382.

(2) SAP must report the information required by paragraphs (d)(1)(i) through (iii) of this section by the close of the business day following the date of the initial substance abuse assessment, and must report the information required by paragraph (d)(1)(iv) of 382.703 by the close of the business day following the determination that the driver has completed the return-to-duty process.

(e) *Reporting truthfully and accurately.* Every person or entity with access must report truthfully and accurately to the Clearinghouse and is expressly prohibited from reporting information he or she knows or should know is false or inaccurate.

Reporting Entities and Circumstances	
Reporting Entity	When Information Will Be Reported to Clearinghouse
Prospective/Current Employer of CDL Driver	— An alcohol confirmation test with a concentration of 0.04 or higher — Refusal to test (alcohol) as specified in 49 CFR 40.261 — Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191 — Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. — Negative return-to-duty test results (drug and alcohol testing, as applicable) — Completion of follow-up testing
Service Agent acting on behalf of Current Employer of CDL Driver	— An alcohol confirmation test with a concentration of 0.04 or higher — Refusal to test (alcohol) as specified in 49 CFR 40.261 — Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191 — Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. — Negative return-to-duty test results (drug and alcohol testing, as applicable) — Completion of follow-up testing
MRO	— Verified positive, adulterated, or substituted drug test result — Refusal to test (drug) requiring a determination by the MRO as specified in 49 CFR 40.191
SAP	— Identification of driver and date the initial assessment was initiated — Successful completion of treatment and/or education and the determination of eligibility for return-to-duty testing

NOTICE TO DRIVERS OF ENTRY, REVISION, REMOVAL, OR RELEASE OF INFORMATION 382.707

(a) FMCSA must notify a driver when information concerning that driver has been added to, revised, or removed from the Clearinghouse.

(b) FMCSA must notify a driver when information concerning that driver has been released from the Clearinghouse to an employer and specify the reason for the release.

(c) Drivers will be notified by letter sent by U.S. Mail to the address on record with the State Driver Licensing Agency that issued the driver's commercial driver's license. Exception: A

driver may provide the Clearinghouse with an alternative means or address for notification, including electronic mail.

DRIVERS' ACCESS TO INFORMATION IN THE CLEARINGHOUSE 382.709

A driver may review information in the Clearinghouse about himself or herself, except as otherwise restricted by law or regulation. A driver must register with the Clearinghouse before accessing his or her information.

CLEARINGHOUSE REGISTRATION 382.711

(a) *Clearinghouse registration required.* Each employer and service agent must register with the Clearinghouse before accessing or reporting information in the Clearinghouse.

(b) *Employers.*

(1) Employer Clearinghouse registration must include:

(i) Name, address, and telephone number;

(ii) USDOT number, except if the registrant does not have a USDOT Number, it may be requested to provide other information to verify identity; and

(iii) Name of the person(s) the employer authorizes to report information to or obtain information from the Clearinghouse and any additional information FMCSA needs to validate his or her identity.

(2) Employers must verify the names of the person(s) authorized under paragraph (b)(1)(iii) of this section annually.

(3) Identification of the C/TPA or other service agent used to comply with the requirements of this part, if applicable, and authorization for the C/TPA to query or report information to the Clearinghouse. Employers must update any changes to this information within 10 days.

(c) *MROs and SAPs.* Each MRO or SAP must provide the following to apply for Clearinghouse registration:

(1) Name, address, telephone number, and any additional information FMCSA needs to validate the applicant's identity;

(2) A certification that the applicant's access to the Clearinghouse is conditioned on his or her compliance with the applicable qualification and/or training requirements in 49 CFR part 40; and

(3) Evidence of required professional credentials to verify that the applicant currently meets the applicable qualification and/or training requirements in 49 CFR part 40.

(d) C/TPAs and other service agents. Each consortium/third party administrator or other service agent must provide the following to apply for Clearinghouse registration:

- (1) Name, address, telephone number, and any additional information FMCSA needs to validate the applicant's identity; and
- (2) Name, title, and telephone number of the person(s) authorized to report information to and obtain information from the Clearinghouse.
- (3) Each C/TPA or other service agent must verify the names of the person(s) authorized under paragraph (d)(2) of 382.711 annually.

DURATION, CANCELLATION, AND REVOCATION OF ACCESS 382.713

- (a) *Term.* Clearinghouse registration is valid for 5 years, unless cancelled or revoked.
- (b) *Cancellation.* FMCSA will cancel Clearinghouse registrations for anyone who has not queried or reported to the Clearinghouse for 2 years.
- (c) *Revocation.* FMCSA has the right to revoke the Clearinghouse registration of anyone who fails to comply with any of the prescribed rights and restrictions on access to the Clearinghouse, including but not limited to, submission of inaccurate or false information and misuse or misappropriation of access rights or protected information from the Clearinghouse and failure to maintain the requisite qualifications, certifications and/or training requirements as set forth in part 40 of this title.

AUTHORIZATION TO ENTER INFORMATION INTO THE CLEARINGHOUSE 382.717

- (a) *C/TPAs.* No C/TPA or other service agent may enter information into the Clearinghouse on an employer's behalf unless the employer designates the C/TPA or other service agent.
- (b) *SAPs.* A driver must designate a SAP before that SAP can enter any information about the driver's return-to-duty process into the Clearinghouse.

PROCEDURES FOR CORRECTING INFORMATION IN THE DATABASE 382.17

- (a) Petitions limited to inaccurately reported information.
 - (1) Under this section, petitioners may challenge only the accuracy of information reporting, not the accuracy of test results or refusals.
 - (2) *Exceptions.*

(i) Petitioners may request that FMCSA remove from the Clearinghouse an employer's report of actual knowledge that the driver received a traffic citation for driving a commercial motor vehicle while under the influence of alcohol or controlled substances if the citation did not result in a conviction. For the purposes of this section, conviction has the same meaning as used in 49 CFR part 383.

(ii) Petitioners may request that FMCSA remove from the Clearinghouse an employer's report of actual knowledge (other than as provided for in paragraph (a)(2)(i) of this section) if that report does not comply with the reporting requirements in § 382.705(b)(5).

(iii) Petitioners may request that FMCSA remove from the Clearinghouse an employer's report of a violation under 49 CFR 40.261(a)(1) or 40.191(a)(1) if that report does not comply with the reporting requirements in § 382.705(b)(3).

(b) *Petition.* Any driver or authorized representative of the driver may submit a petition to the FMCSA contesting the accuracy of information in the Clearinghouse. The petition must include:

(1) The petitioner's name, address, telephone number, and CDL number and State of issuance;

(2) Detailed description of the basis for the allegation that the information is not accurate; and

(3) Evidence supporting the allegation that the information is not accurate. Failure to submit evidence is cause for dismissing the petition.

(c) *Submission of petition.* The petitioner may submit his/her petition electronically through the Clearinghouse or in writing to: Federal Motor Carrier Safety Administration, Office of Enforcement and Compliance, Attention: Drug and Alcohol Program Manager, 1200 New Jersey Avenue SE, Washington, D.C. 20590.

(d) *Notice of decision.* Within 45 days of receiving a complete petition, FMCSA will inform the driver in writing of its decision to remove, retain, or correct the information in the database and provide the basis for the decision.

(e) *Request for expedited treatment.*

(1) A driver may request expedited treatment to correct inaccurate information in his or her Clearinghouse record under paragraph (a)(1) of this section if the inaccuracy is currently preventing him or her from performing safety-sensitive functions, or to remove employer reports under paragraph (a)(2) of this section if such reports are currently preventing him or her from performing safety-sensitive functions. This request may be included in the original petition or as a separate document.

(2) If FMCSA grants expedited treatment, it will subsequently inform the driver of its decision in writing within 14 days of receipt of a complete petition.

(f) *Administrative review.*

(1) A driver may request FMCSA to conduct an administrative review if he or she believes that a decision made in accordance with paragraph (d) or (e) of this section was in error.

(2) The request must prominently state at the top of the document: “Administrative Review of Drug and Alcohol Clearinghouse Decision” and the driver may submit his/her request electronically through the Clearinghouse or in writing to the Associate Administrator for Enforcement (MC-E), Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., SE., Washington, DC 20590.

(3) The driver’s request must explain the error he or she believes FMCSA committed and provide information and/or documents to support his or her argument.

(4) FMCSA will complete its administrative review no later than 30 days after receiving the driver’s request for review. The Associate Administrator’s decision will constitute the final Agency action.

(g) *Subsequent notification to employers.* When information is corrected or removed in accordance with this section, or in accordance with 49 CFR part 10, FMCSA will notify any employer that accessed the incorrect information that a correction or removal was made.

AVAILABILITY AND REMOVAL OF INFORMATION 382.719

(a) Driver information not available. Information about a driver’s drug or alcohol violation will not be available to an employer conducting a query of the Clearinghouse after all of the following conditions relating to the violation are satisfied:

(1) The SAP reports to the Clearinghouse the information required in § 382.705(d);

(2) The employer reports to the Clearinghouse that the driver’s return-to-duty test results are negative;

(3) The driver’s current employer reports that the driver has successfully completed all follow-up tests as prescribed in the SAP report in accordance with §§ 40.307, 40.309, and 40.311 of this title; and

(4) Five years have passed since the date of the violation determination.

(b) Driver information remains available. Information about a particular driver’s drug or alcohol violation will remain available to employers conducting a query until all requirements in paragraph (a) of this section have been met.

(c) *Exceptions.*

(1) Within 2 business days of granting a request for removal pursuant to § 382.717(a)(2)(i), FMCSA will remove information from the Clearinghouse.

(2) Information about a particular driver's drug or alcohol violation may be removed in accordance with § 382.717(a)(2)(ii) and (iii) or in accordance with 49 CFR part 10.

(d) *Driver information remains available.* Nothing in this part shall prevent FMCSA from using information removed under this section for research, auditing, or enforcement purposes.

FEES 382.721

FMCSA may collect a reasonable fee from entities required to query the Clearinghouse. **Exception:** No driver may be required to pay a fee to access his or her own information in the Clearinghouse.

UNAUTHORIZED ACCESS OR USE PROHIBITED 382.723

(a) Except as expressly authorized in this subpart, no person or entity may access the Clearinghouse. No person or entity may share, distribute, publish, or otherwise release any information in the Clearinghouse except as specifically authorized by law. No person may report inaccurate or misleading information to the Clearinghouse.

(b) An employer's use of information received from the Clearinghouse is limited to determining whether a prohibition applies to a driver performing a safety-sensitive function with respect to a commercial motor vehicle. No employer may divulge or permit any other person or entity to divulge any information from the Clearinghouse to any person or entity not directly involved in determining whether a prohibition applies to a driver performing a safety-sensitive function with respect to a commercial motor vehicle.

c) Violations of this section are subject to civil and criminal penalties in accordance with applicable law, including those set forth at § 382.507.

(d) Nothing in this part shall prohibit FMCSA from accessing information about individual drivers in the Clearinghouse for research, auditing, or enforcement purposes.

ACCESS BY STATE LICENSING AUTHORITIES 382.725

(a) In order to determine whether a driver is qualified to operate a commercial motor vehicle, the chief commercial driver's licensing official of a State must obtain the driver's record from the Clearinghouse if the driver has applied for a commercial driver's license from that State.

(b) By applying for a commercial driver's license, a driver is deemed to have consented to the release of information from the Clearinghouse in accordance with this section.

(c) The chief commercial driver's licensing official's use of information received from the Clearinghouse is limited to determining an individual's qualifications to operate a commercial

motor vehicle. No chief driver's licensing official may divulge or permit any other person or entity to divulge any information from the Clearinghouse to any person or entity not directly involved in determining an individual's qualifications to operate a commercial motor vehicle.

(d) A chief commercial driver's licensing official who does not take appropriate safeguards to protect the privacy and confidentiality of information obtained under this section is subject to revocation of his or her right of access under this section.

PENALTIES 382.727

An employer, employee, MRO, or service agent who violates any provision of this subpart shall be subject to the civil and/or criminal penalty provisions of 49 U.S.C. 521(b)(2)(C).

INVESTIGATION AND INQUIRIES 391.23

(e) (4) As of January 6, 2023, employers subject to § 382.701(a) of § 382 must use the Drug and Alcohol Clearinghouse to comply with the requirements of this section with respect to FMCSA-regulated employers.

(i) Exceptions.

(A) If an applicant who is subject to follow-up testing has not successfully completed all follow-up tests, the employer must request the applicant's follow-up testing plan directly from the previous employer in accordance with § 40.25(b)(5) of Part 40.

(B) If an applicant was subject to an alcohol and controlled substance testing program under the requirements of a DOT mode other than FMCSA, the employer must request alcohol and controlled substances information required under this section directly from those employers regulated by a DOT mode other than FMCSA.

(ii) [Reserved]

(f) (1) A prospective motor carrier employer must provide to the previous employer the driver's consent meeting the requirements of § 40.321(b) of Part 40 for the release of the information in paragraph (e) of 391.23. If the driver refuses to provide this consent, the prospective motor carrier employer must not permit the driver to operate a commercial motor vehicle for that motor carrier.

(2) If a driver refuses to grant consent for the prospective motor carrier employer to query the Drug and Alcohol Clearinghouse in accordance with paragraph (e)(4) of 391.23, the prospective motor carrier employer must not permit the driver to operate a commercial motor vehicle.

Attachment A

Borough of Red Bank

Commercial Motor Vehicle Driver's

Certificate of Compliance with DOT Cell-Phone/Texting Bans

MOTOR CARRIERS: The restrictions in 49 CFR Part 392 on using a mobile telephone or texting while driving apply to every operator of a "commercial motor vehicle" as defined in Section 390.5, including interstate vehicles weighing or rated at 10,001 pounds or more, vehicles placarded for hazardous materials, and certain vehicles designed or used for more than 8 passengers (including the driver). In-state operations of vehicles placarded for hazardous materials are also subject to the restrictions. Other in-state-only operations may also be subject, depending on state rules.

DRIVERS: Part 392 of the Federal Motor Carrier Safety Regulations contains restrictions on texting and the use of hand-held mobile telephones while driving a commercial motor vehicle (CMV), including the following:

- **Texting ban (392.80):** You may not manually enter text into or read text from an electronic device while driving a CMV. This includes e-mailing, text messaging, using the internet, pressing more than one button to start or end a phone call, or any other form of text retrieval or entry for communication purposes.
- **Hand-held cell-phone ban (392.82):** You are prohibited from using a hand-held cell phone while driving a CMV. This includes talking on a phone while holding it in your hand (including push-to-talk), pressing more than a single button to dial or answer a cell phone, or leaving your normal, seated driving position to reach for a cell phone.

*Except as prohibited under the Borough policy, you are allowed to use a hands-free phone, a CB radio, a navigation system, a two-way radio, a music player, or a fleet management system for purposes other than texting. Texting and hand-held cell-phone use are **only** allowed if you need to contact emergency services or if you have stopped in a safe location off the road.*

Penalties (383.51, 391.15, 49 CFR 386): CDL and non-CDL drivers can be disqualified for 60 up to 120 days and/or face fines of up to \$2,750 for each violation. The Borough can be fined up to \$11,000 for each violation.

It is understood that the above information is being provided to the employee in an effort by the Borough to show good faith efforts to achieve compliance with the above-cited regulations. (49 CFR § 386.81)

SECTION 3

Workplace Policies

A. Job Description Policy

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the Borough Manager. The Human Resources Manager will make copies available upon request.

B. Attendance Policy

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the employee's supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. Because the Borough operates across multiple departments with varying operational needs, work schedules differ by department. Each department has established standard hours based on service requirements, community needs, and contractual obligations. Employees are expected to adhere to the work schedule established by their Department Head and approved by the Borough Manager, including any modified, extended, or shift-based hours. The Borough reserves the right to modify work schedules as necessary to meet operational needs. The normal work week administrative, office, and technical employees shall consist of five (5) day, thirty-five (35) hour weeks, exclusive of a one-hour meal break. The work week for all other employees shall consist of five (5) day, forty (40) hour weeks, exclusive of a one-hour meal break.

C. Early Closing and Delayed Opening Policy

In the event of unsafe conditions, the Borough Manager may authorize Department Heads to close operations earlier than the normal working hours. If such conditions exist prior to scheduled openings, the Borough Manager shall notify Department Heads of a delayed opening and a new opening time. Each Department will have a calling system in place. If the employee chooses not to report to work on a work day with a delayed opening, a full vacation day or compensatory time will be charged. Sick time will only be charged for a legitimate illness. If work is called off for the day, no time will be charged for the day. This provision does not apply to the Department of Public Works or Police or any personnel who may be required to assist in an emergency.

D. Breaks

Full-time employees are entitled to a one (1) hour unpaid lunch that is to be arranged by their supervisor so that offices and departments continue to function. All employees may take a 15-minute break in the morning and in the afternoon as scheduled by the supervisor. E. Dress Code Policy:

E. Dress Code Policy

All non-uniformed employees must dress in a manner normally acceptable in similar business environments and consistent with applicable safety standards; attire that is overly casual or does not present a professional appearance—such as suggestive clothing, jeans, athletic wear, shorts, sneakers, sandals, T-shirts, novelty buttons, and baseball caps—is not permitted unless expressly approved by the Department Head and/or Borough Manager. Hair, sideburns, mustaches, and beards must be clean, neatly trimmed, and well-groomed, an unkempt appearance is not permissible regardless of hair length. With advance approval of the Borough Manager, the Borough will provide reasonable religious accommodations that do not conflict with safety requirements. Employees who violate this policy may be required to take immediate corrective action or may be sent home without pay.

F. No Smoking Policy

In accordance with State law, the Borough has adopted a smoke-free policy for all buildings. 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. Borough facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in any Borough building. Employees are permitted to smoke outside of Borough buildings only in such locations that will not allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Borough 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.

G. Use of Borough Vehicles Policy

Borough of Red Bank owned vehicles shall be used only on official business. (An employee who is also employed by another governmental entity may use a Borough of Red Bank vehicle for that employment only if the employment is pursuant to an inter-local agreement between the Borough of Red Bank and the other jurisdiction) and all passengers must be on Borough business. The Borough provides these vehicles to employees in its sole discretion, and the Borough reserves the right to alter the list of employees who are provided Borough vehicles (subject to contractual obligations). No unauthorized individuals are permitted to drive a municipal vehicle at any time. Any violation of this policy constitutes cause for disciplinary action.

Borough vehicles are for official Borough business and may not be used for the transportation of unauthorized passengers. Employees may not permit any non-Borough employee, including family members, to operate or ride in a Borough vehicle unless directly assisting in official Borough business.

Employees must immediately report any accident or incident involving a Borough vehicle to their supervisor. Employees may be required to submit to an alcohol or drug screening test if there is reasonable suspicion that substance use may have contributed to the incident or as

otherwise required by law. The supervisor must also notify the Department Head and the Borough Manager.

Employees must comply with all traffic laws, wear seat belts, and refrain from using handheld electronic devices, smoking, or engaging in unsafe driving practices while operating Borough vehicles. Employees must also refrain from operating Borough vehicles if taking any medication that may impair alertness or coordination.

Violations of this policy may result in disciplinary action, loss of use of Borough vehicle, and denial of Borough indemnification or defense for damages or legal claims arising from improper vehicle use. The Borough expressly reserves the right to seek reimbursement or contribution from employees found to have acted in violation of this policy to the maximum extent permitted by law.

Use of Borough vehicles shall be further defined and established as follows:

Class A

As an exception to the above policy, Class A Municipal Vehicles are permitted for any use, twenty-four (24) hours a day, seven (7) days a week, provided that the employee using the vehicle is available to respond to any and all appropriate Borough business or emergency that requires the presence of the employee.

Job titles designated and assigned Class A Vehicles are: Police Chief, Deputy Police Chief/Captains as approved by the Police Chief, Fire Chief, Deputy Fire Chiefs (2), Fire Marshal, Deputy Fire Marshal, Fire Sub-code Official, Emergency Management Coordinator, and Public Utilities Director.

Class B

Class B municipal vehicle is permitted only for transportation to and from the employee's home and the employee's regular Borough work location. The vehicle may be used at any and all times to conduct Borough business and/or to respond to an emergency that requires the presence of said employee.

Job Titles designated and assigned Class B Vehicles are: Public Utilities Supervisors, Public Utilities Foreman, Construction Official, Building Sub-code Official, , and Code Enforcement Officer.

Class C

Class C municipal vehicles may be provided for use by Borough employee at location of employment. Vehicles may be used in the performance of an employee's official duties in accordance with established policies and procedures for such use.

Nothing contained in this section shall prevent employees from utilizing a municipal vehicle in the performance of official government business. This shall include transportation to and return from a location at which the official business occurs.

Employees authorized to use Borough vehicles for commuting to and from work shall have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS).

The Borough Manager will review and may recommend changes to this policy at the time of changes in personnel

H. Telephone Usage Policy

Borough of Red Bank telephones are for official business and employees are to limit personal use of Borough telephones, but may make a personal call to inform their family of unexpected overtime. Charges for all other personal calls must be reimbursed to the Borough of Red Bank. Use of hand-held cell phones while driving is prohibited by State law, and, as such, the use of hand-held cell phones while driving Borough of Red Bank vehicles or while driving on Borough of Red Bank business is strictly prohibited. Excessive use of personal cell phones is prohibited during working time..

I. Use of Computers and Related Equipment Policy

The following policies are to ensure the security and support of all systems connected to the Borough of Red Bank Computer System:

All equipment is to be used solely for Borough-related functions. Specifically designated Borough personnel or designated Borough contractors (also known as "MIS") are responsible for the installation, support and maintenance of the Borough's computers and computer systems. Prior approval is required by MIS for the installation of any software application. All downloads and installation of software and or peripheral equipment must be performed or supervised by MIS personnel.

All data contained on Borough computers, including text, memos, letters, scanned images, digital photos, faxes and E-mail are considered Borough property and are subject to the provisions of NJ records retention and disposition schedule pursuant to N.J.S.A. 47:3-15, et seq. (Destruction of Public Records Act).

Any text or images with implied or explicit improper content, as defined in the Borough harassment training and policies, is strictly prohibited.

All software used on Red Bank computing equipment must comply with copyright compliance. Under no circumstances will exceptions to this policy be authorized or permitted.

Any persons abusing equipment will be held responsible for that cost of that equipment, or the cost of its repair. Any equipment removed from Borough property must be done with approval

of management. All equipment, including laptop computers assigned to specific individuals, who are removed from Borough property for business purposes must be returned on a periodic basis for inspection and inventory control.

J. Bring Your Own Device Policy

INTRODUCTION

The use of a smart device owned by the Employee in connection with Borough business is a privilege granted to the Employee by the approval of management of the Borough. The Borough has the discretion to determine which employees will be eligible for this privilege and reserves the right to revoke the privilege granted herein if the employee does not abide by the terms set forth below. The policies referenced herein are aimed to protect the integrity of data belonging to the Borough and ensure the data remains secure. Each employee who desires to use a smart device owned by employee in connection with employment with the Borough must execute the attached Agreement.

DEFINITIONS

Smart Device: When used in this Policy and the Agreement, a smart device is defined as a personal computing device that connects directly to the Borough network services including but not limited to email and calendar services. This definition includes, without limitation, smart phones, PDAs, and tablets.

Nonpublic Information: Nonpublic information is information that the employee gains during their employment with the Borough that the employee knows, or reasonably should know, has not been made available to the public. It includes information that the employee knows, or reasonably should know:

- Is designated by the Borough as nonpublic information or contains markings such as “Confidential”, “Sensitive”, “Personal”, or similar language;
- Contains Protected Health Information (PHI) or similar nonpublic personal information;
- Is provided to the Borough by customers or third parties under agreement and with the understanding that it will be treated as confidential, nonpublic information; or
- Contains information related to the internal Borough capabilities and operations that is not available to the public or that an individual could use to negotiate or otherwise circumvent security controls.

ELIGIBILITY

The Borough reserves the right, without prior notice to the employee, to disable or disconnect some or all services related to connection of a personal smart device to the Borough network. The following criteria will be considered by the Borough, initially and on a continuing basis, to determine if the employee is eligible to connect a personal smart device to the Borough network:

- Sensitivity of data the employee can access;
- Legislation or regulations prohibiting or limiting the use of a personal smart device for Borough business;
- The personal smart device hardware and operating system version must be supported by the Borough’s relevant provider(s);
- The employee’s adherence to the terms of this policy and the corresponding Agreement; and

- Any technical limitations and other eligibility criteria deemed relevant by the Borough.

REIMBURSEMENT CONSIDERATIONS

The Employee is personally liable for the smart device and carrier service costs and is not eligible for expense reimbursement for hardware or carrier services, except that the Borough will provide a monthly stipend of \$20 to eligible employees. Accordingly, the Borough will NOT reimburse employees for any loss, cost or expense associated with the use or connection of a personal smart device to the Borough network, including but not limited to:

- Expenses for voice minutes used to perform Borough business;
- Data charges related to the use of Borough data services;
- Expenses related to text or other messaging;
- Cost of handheld devices, components, parts, or data plans;
- Cost of replacement handheld devices in case of malfunction whether or not the malfunction was caused by using applications or services sponsored or provided by the Borough;
- Loss related to unavailability of, disconnection from or disabling the connection of a smart device to the Borough network; and
- Loss resulting from compliance with this Policy or applicable laws, rules or policies.

SECURITY CONSIDERATIONS

Compliance by an employee with this Policy and the Borough “Communication Media Policy”, below, is a prerequisite to and continuing condition of an employee’s privilege to connect a personal smart device to the Borough network servers. Additional considerations include but are not limited to:

ACCEPTABLE USE

Employees will use the personal smart device in an ethical manner and will not use the personal smart device in a way not designed or intended by the manufacturer including “jailbreaking” or any other use that could circumvent any controls that separate Borough data from personal information. Use of the personal smart device to remove sensitive information from Borough networks, attack Borough assets or circumvent current security settings and policies or violation of any applicable Borough policy related to the subject matter of Policy may result in the Borough removing all Borough data from the device.

MANAGEMENT CONTROLS

The Borough maintains the right to exercise and enforce a range of security, privacy, and management controls on an employee's smart device including, but not limited to the mandatory use of device passwords; timeouts; device and media encryption; geo-location tracking; and, remote deletion of Borough applications and data. Employees are required to cooperate with the Borough to satisfy legitimate internal or external investigations, or legitimate discovery requests arising out of administrative, civil or criminal proceedings, which could result in the surrendering of the personal smart device assigned to an Employee. The Borough maintains the right to monitor or inspect Borough applications and data. In doing so, the Borough could inadvertently access personal information on the personal mobile device. As such, Employee should not have any expectation of privacy related to the use of a smart device connected to the Borough network.

EMPLOYEE RESPONSIBILITIES

When the use of personally owned smart devices is necessary to conduct Borough business, an appropriately authorized employee assumes certain responsibilities and shall:

- Follow all relevant elements of the Borough's security/privacy policies and standards when accessing Borough-provided mobile applications and data;
- Abide by all federal, state and local laws concerning the use of mobile devices when driving and strict prohibition against using messaging functionality including text messaging, calendar or email functions while operating a motor vehicle or engaging in other activities when the concurrent use of the device could result in the harm of the user or others;
- Ensure timely payment of all fees, taxes, and surcharges associated with the use of employee-owned devices to connect to and access Borough-provided systems and data;
- Maintain the device in accordance with manufacturer or carrier recommendations including the prompt implementation of recommended operating system and software upgrades;
- Not "jail break" the device or otherwise install or modify the software that allows the user to alter or bypass standard built-in security features and controls;
- Not enable potentially dangerous mobile services while accessing Borough information services that can export or transmit nonpublic information to unauthorized devices without the user's knowledge (for example serving as a mobile hotspot or enabling Bluetooth or Near Field Communications (NFC) network services without using PINs and other recommended safeguards that prevent unauthorized devices from connecting while connected to Borough information services);
- Not modify or disable security features implemented by the Borough thorough its mobile device management system(s) (for example geo-location services, password controls and device/media card encryption);
- Not share or otherwise allow access to the device by others;
- Not transfer or allow the transfer of nonpublic information from the smart device to any device not specifically authorized by the Borough to receive such information including the use of unapproved cloud-based storage locations or synchronization of Borough data between participating smart devices and other personal computing devices;

- Cooperate with the Borough in deleting from the approved personal smart device of all Borough applications and data upon termination of employment or the termination of the employee's participation in the BYOD program; and
- Cooperate with the Borough to satisfy legitimate discovery requests arising out of administrative, civil or criminal proceedings or Open Public Record Act Requests.

K. Communication Media Policy

The Borough of Red Bank's Communication Media are the property of the Borough 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 Borough, 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 Borough. 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 Borough business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the Borough's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the Borough's local or wide-area networks."

The Borough respects the individual privacy of its employees. However, employee communications transmitted by the Borough'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, including employees' internet usage, may be monitored by the Borough. The Borough reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the Borough's Communication Media. By using the Borough's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by Borough personnel. In addition, the Borough has the right to restrict access to specific types of prohibited content through the use of a content filtering system. The existence of passwords does not restrict or eliminate the Borough's ability or right to access electronic communications. However, the Borough 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 (N.J.S.A. 47:1A-1). Employees of the Borough are required to use the assigned municipal email account for ALL Borough business and correspondence. The use of private email accounts for ANY Borough business or during business hours is strictly prohibited.

Employees can only use the Borough's Communication Media for legitimate business purposes. Employees may not use the Borough's Communication Media in any way that is defamatory, discriminatory, obscene, or harassing or in violation of any Borough 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.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by the Borough. Certain data, or applications that process data, may require additional security measures as determined by the Borough. 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 Borough has given permission. All employees must take appropriate actions to ensure that Borough 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.

Acceptable Usage:

The acceptable use of the global Internet, the Borough of Red Bank Local Area Network, and any connected Local Area Network (LAN) server, or workstation, and system components including Email, is solely for Borough of Red Bank business purposes. As such, the access to and use of the variety of Internet, Local Area Network, and Email services, both internal and external to the Borough, are considered a business privilege and should be treated as such by all users.

Unacceptable Usage:

By example, the Borough of Red Bank characterizes as unethical and unacceptable any activity which purposely:

1. Seeks to use Internet services for private or personal business;
2. Seeks to gain unauthorized access to any resources within or outside of Red Bank;
3. Disrupts the intended use of the Red Bank Computer System and/or the global Internet;
4. Wastes resources through such action;
5. Destroys the integrity of or misuses any host/server information assets;
6. Compromises the privacy of any users or other departments;
7. Does not comply with applicable local and national laws;
8. Compromises Borough proprietary or otherwise-sensitive information;
9. Does not comply with other Borough policies or procedures.

Any users found in violation of the above Acceptable Use Policy may be subject to, at minimum, denial of access, up to termination of employment and/or criminal prosecution.

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 Borough'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 Borough. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the Borough, or licensed to the Borough. 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.

Employees must respect the laws regarding copyrights, trademarks, rights of public Borough and other third-party rights. Any use of the Borough's name, logos, service marks or trademarks outside the course of the employee's employment, without the express consent of the Borough, 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.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Borough employees have the right to engage in or refrain from such activities.

On an annual basis, all users of the Borough of Red Bank Computer Systems, Internet and/or Email are required to read the above, sign a copy of this policy on the form provided, and return to the appropriate manager. Failure to sign this document may lead to denial of access to the Borough of Red Bank Computer System.

L. Social Media Policy

A. Purpose

- a. The intended purpose behind establishing the Borough of Red Bank social media sites is for the sole purpose of disseminating information from the Borough, about the Borough, to its residents, employees and visitors. The Borough understands that social networking and internet services have become a common form of communication in the workplace and among citizens. Social networks are online communities of people or organizations that share interests or activities and use a wide variety of Internet technology to make the interaction a rich and robust experience.

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet, to include notification services. Examples of social media and notification services include, but are not limited to, Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, Flickr, Instagram, Nixle, CodeRed, mass e-mails, newsletters and all others that may be in existence or created hereafter. For purposes of

this policy, “comments” include text, information, articles, links, video and other multimedia, graphics and pictures.

This Social Media Policy (the “Policy”) sets forth guidelines for the establishment and use by the Borough of Red Bank (“the Borough”) of all social media sites as a means of conveying Borough-related information to its residents, employees and visitors. The purpose of this policy is to communicate the Borough’s policies regarding the use of social media sites and establish processes for authorization and use of social media sites by Borough employees and departments and offices. This policy is meant to provide clear and concise guidelines for the proper use of social media by its employees, residents and visitors.

B. Scope

- a. This policy shall apply to any and all employees, individuals, volunteers, agencies, departments, officials, committee and/or governing body members who are now or hereinafter permitted as authorized users by the Borough to post content on the Borough’s social media sites, including, but not limited to, members of the public that are permitted to comment on Borough social media posts or tag photos in Borough social media posts. The Borough’s social media sites encompassed by this Policy include all sites and accounts authorized and/or created by the Borough and any of its departments, agencies, boards, commissions and authorities. References to “comments” or “commenting” in this Policy shall also encompass tweets directed at a Borough Twitter account, social media posts that “tag” a Borough social media account, and any post or comment that may appear on the home page of any Borough social media site.

The Borough shall identify employees, including but not limited to the Borough Manager and/or his/her designees, who are authorized to engage in social media activities on the behalf of the Borough for the limited purpose of discussing Borough programs, activities and services.

Anyone who participates in social media on behalf of the Borough, whether on or off duty, is expected to understand and follow these policies and guidelines.

These policies and guidelines are subject to change as new technologies and social networking tools emerge.

C. General Policy

- a. Because the Borough of Red Bank has an overriding interest and expectation in deciding who may “speak” and what is “spoken” on behalf of the Borough of Red Bank on social media sites, this policy is established for the use of all social media.

The Borough of Red Bank shall have a single presence on social media sites deemed appropriate for use by the Borough Manager. Individual departments, agencies, boards, commissions and authorities of the Borough may maintain a separate social

media presence when deemed appropriate and confirmed in writing by the Borough Manager. Any request by a Borough department, agency, board, commission or authority to maintain a social media presence shall be made in writing to the Borough Manager for consideration. Such request shall contain enough information for the Borough Manager to assess the need for such social media presence, its purpose, and its compliance with this policy. The request shall also set forth the person or persons (designee) recommended to be responsible for and authorized to post content on such sites and accounts. Any social media site created by the Borough remains the property of the Borough, including all the followers and friends generated by the site. If the person who created the site is no longer an employee, official, or volunteer of the Borough, they must relinquish everything related to the site including user names, passwords and/or access codes or information. The Borough, through the Borough Manager and/or his/her designees, may at any time choose to revoke permission previously given to individual departments, agencies, boards, commissions and authorities of the Borough for separate media presence.

No Borough of Red Bank social media site, including those maintained by departments, agencies, boards, commissions and authorities of the Borough, shall be established without prior approval of the Borough Manager as set forth above. All Borough social media sites shall be administered by permissible users which shall be the Borough Manager and/or designee. Where a department, agency, board, commission or authority of the Borough maintains its own social media presence, such department, agency, board, commission or authority shall designate, with approval from the Borough Manager, a person or persons responsible for and authorized to post content on such sites and accounts.

Designees must comply with government records retention policies, the Open Public Records Act, and ensure adherence to this policy, including appropriate use, messaging, and branding that is consistent with the interests, goals, and objectives of the Borough. The designee will be responsible for the content they may create or post.

The designated person must provide a copy of all social media account passwords to the Borough Manager. No personal email addresses may be used to set up a Borough social media account. Email addresses for all social media accounts must be obtained from the Borough Manager. A “designee” or a person appointed by the Borough Manager is never to be allowed to transfer his/her social media account information or allow someone access to his/her account on their behalf without prior written authorization from the Borough Manager.

Any and all permissible users of any social media site shall be provided with a copy of this policy and sign an Acknowledgment of Use (attached hereto) prior to managing or posting to any Borough social media sites.

The Borough Manager and/or his/her designee, will provide guidance on the engagement of Borough personnel in social media to ensure the portrayal of a consistent and accurate message and branding of the Borough of Red Bank via online

media outlets. The Borough Manager and/or his/her designee will oversee the coordination of social media activity for the Borough of Red Bank and its departments.

The Borough social media sites shall clearly set forth that they are maintained by the Borough and that the sites follow this Social Media Policy to the extent possible

Wherever possible, the Borough social media sites should link back to the official Borough website for forms, documents, online services and other information necessary to conduct business with the Borough of Red Bank. The Borough of Red Bank Website (currently located at <http://www.redbanknj.org>) will remain the Borough's primary and predominant Internet presence.

The Borough of Red Bank social media sites are intended to be informational only and are not intended to be used as an open public forum for making comments, including any official communications to the Borough; for example, reporting crimes or misconduct, reporting dangerous conditions, giving notice required by any statute, ordinance or regulations such as but not limited to notices of claim. Prominent notice of this paragraph shall be displayed on every Borough social media site, along with the appropriate contact information for submitting official communications.

This Policy and the Borough's Terms of Use Disclosure (attached hereto) shall be placed on the Borough of Red Bank Website, and displayed to social media users or made available by hyperlink on each of the Borough's social media sites, including those maintained by a department, agency, board, commission or authority of the Borough.

The Borough's social media sites and this Policy are subject to all applicable federal and New Jersey State laws and regulations, as well as applicable record retention requirements. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), Open Public Records Act (OPRA), First Amendment, privacy laws, sunshine laws and information security policies established by the Borough of Red Bank, its departments, agencies, boards, commissions and authorities.

All Borough of Red Bank social media sites covered under this Policy remain the property of the Borough, including the list of all the followers and friends generated by each of the Borough's social media sites. If a person appointed to maintain a social media site no longer serves in such capacity, for any reason, he/she must relinquish and return to the Borough Manager or his/her designee everything related to the site including user names, passwords and/or access codes or information.

D. Post/Comment Policy

- a. As a public entity the Borough must abide by certain standards to serve all its constituents in a civil and unbiased manner.

When a post, comment, link, photograph, or other notification is made by an authorized designee on behalf of the Borough of Red Bank, the authorized designee shall not share personal information about himself or herself, or other Borough of Red Bank employees and or officials.

The Borough Government Website does not allow for any public comments whatsoever. It is reserved for the Borough government to engage in its own expressive conduct to promote its own message and disseminate information. From time to time, the Borough may post surveys on its website which may allow for comments or the reporting of information. Commenting shall be limited to those surveys and the topics thereof and shall not make it a public forum. Borough social media sites shall disable public comment and messaging if possible. The Borough does not police comments made by the public related to Borough activities.

A comment posted by a member of the public on any Borough social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Borough, nor do such comments necessarily reflect the opinions or policies of the Borough. If commenting or messaging cannot be disabled, comments or messages by the general public may not be edited or removed, in whole or in part, regardless of whether it is favorable or unfavorable to the Borough.

Any attempt to hack or otherwise compromise the Borough's Internet or social media sites will be reported to law enforcement.

The Borough of Red Bank may not deny access to its social media sites for any individual.

All members of the public who choose to comment on Borough social media sites are advised that such posts, comments, tweets, etc. may be subject to OPRA, FOIA, and other records retention laws.

Employees who are authorized by the Borough to participate in social networks as a representative of the Borough shall adhere to the following guidelines:

- Protect your privacy, the privacy of citizens, and the Borough's confidential information when engaging in social media activities. Follow all privacy protection laws, i.e., HIPPA, and protect sensitive and confidential Borough information. For purposes of this policy, "confidential information" refers to any information that is not publicly known, that is not otherwise available through New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1, ("OPRA"), or that is considered private information pursuant to federal, state or local law. It does not include any information that is subject to disclosure by OPRA or is otherwise disclosable pursuant to the Employer-Employee Relations Act.

- Follow all copyright laws, open public records laws, document retention laws, fair use and financial disclosure laws and any other laws that might apply when engaging in social media activities.
- Do not tag vendors, suppliers, clients, citizens, co-workers or other stakeholders without their express prior approval.
- Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the Borough's workplace.
- Do not engage in political activity. Political activity is activity directed toward the success or failure of a political party, candidate for political office, or political group.
- Posts or comments that demonstrate unfair preference, bias or partiality or that have the appearance of such are prohibited.
- Add value to the Borough through your interaction. Provide worthwhile information and perspective.
- All Borough information that is considered non-public and that is not disclosable under OPRA or the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., must be protected. Respect and maintain the confidentiality entrusted to you. Do not divulge or discuss proprietary information, personal details about other employees or other confidential material.

E. Links / Posts By or About Non-Municipal Groups

- a. From time to time, the Borough (or a department, agency, board, commission or authority thereof) may find it necessary or beneficial to the public to post on its social media sites about groups unaffiliated with the Borough. Such content shall be limited to those that promote the health, safety, and well-being of Borough residents and those groups must be other government departments, agencies, boards, commissions, authorities or registered non-profits. Such posts will be requested via written application and made at the discretion of the person or persons designated to maintain such social media site. Such posts will be made at the discretion of the person or persons designated to maintain such social media site.

F. Personal Social Media Use

- a. The Borough recognizes that employees have the right to use and maintain personal Web sites or to engage in social networking. However, the line between public and private activity has been blurred by these social networking tools, which is the primary reason these guidelines have been promulgated. Information from your personal Facebook page, blog entries and tweets – even if they are intended as personal messages between family and friends – can easily reach beyond your intended audience and represent you and the Borough to the outside world. For that reason, the Borough's policies, rules, regulations, code of conduct and ethics, its equal

employment opportunity, anti-harassment policy and disciplinary policy, and other sections of this Social Media Policy should be your guides when you use these tools.

To the extent that employees use social media outside of their employment and in so doing employees identify themselves as Borough employees, or if they discuss matters related to the Borough on a social media site, employees must add a disclaimer on the front page, stating that it does not express the views of the Borough, 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.”** The disclaimer shall be placed in a prominent position and repeated for each posting that is expressing an opinion related to the Borough or the Borough’s business. Employees must keep in mind that, if they post information on a social media site that is in violation of Borough policy and/or federal, state or local laws, the disclaimer will not shield them from disciplinary action.

Here are some additional guidelines for employees’ personal social networking sites:

- Recognize that everything you post or receive on a social media site is public. Anyone with access to the web can get access to your activity on social media sites. You are solely responsible for the content you post.
- Remember that your personal and professional lives overlap in your online activity and that as a public employee you can be disciplined for inappropriate off-duty activity and conduct.
- Before posting, consider how your comment or behavior would be received if it appeared in the mass media.
- Use privacy settings to keep items you share with friends and family separate from what you share with your work-related “friends.”
- The foregoing provisions are not intended to interfere with any employee’s rights pursuant to the First Amendment of the United States Constitution or Article I Section 6 of New Jersey’s Constitution. Likewise, this policy is not intended to restrict the right of any employee to engage in protected concerted activities as defined by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., and as recognized by the National Labor Relations Board. This policy shall not be construed as prohibiting a bargaining-unit member’s protected right to discuss wages or working conditions with fellow employees and engaged in other protected concerted activities. Any person who believes their right to engage in such activities has been or is being violated by this policy should contact the Human Resource’s Office who will be responsible for addressing such concerns. .

G. Legal

- a. The Borough reserves the right to report any violation of a social media site’s Rules, Terms and Conditions, Rights and Responsibilities, etc., to that site with the intent of that site taking appropriate and reasonable responsive action. All Borough of Red

Bank policies are applicable to interactions on social media sites when acting in an official capacity and representing the Borough.

All of the Borough's policies, rules, regulations, and code of conduct and ethics including, but not limited to, its equal employment opportunity, anti-harassment policy, Information Systems Policies and Guidelines Policies on the Use of Borough Information Systems and disciplinary policy, apply to employees who engage in social networking activities while conducting Borough business. Use of your Borough e-mail address and communicating in your official capacity will constitute conducting Borough business.

M. Bulletin Board Policy

The bulletin boards located in the Borough of Red Bank administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Human Resources Manager may post, remove, or alter any notice. Space on the bulletin boards will be provided for the recognized employee bargaining units.

N. Employee Dating Policy

The Borough strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Procedures.

1. During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
2. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Borough premises, whether during working hours or not.
4. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Borough's disciplinary policy

which may include counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

6. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Department Head. This disclosure will enable the Borough to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

7. Where problems or potential risks are identified, the Borough will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

8. In some cases, other measures may be necessary such as transfer to other positions or departments.

9. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

10. Continued failure to work with the Borough to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.

11. The provisions of this policy apply regardless of the sexual orientation of the parties involved.

12. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

13. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the human resources official or other designated individual.

O. Model Policy Addressing the Protection and Safe Treatment of Minors

I. Purpose and Scope:

Under New Jersey law (N.J.S.A. 9:6-8.21), an abused or neglected child is anyone "under the age of 18 who is caused harm by a parent, guardian or other person having custody or control of that minor." A child who is under the age of eighteen (18) is considered to be abused or neglected when a parent, caregiver, another child, or another adult does one of more of the following:

1. Inflicts or allows to be inflicted physical injury by other than accidental means that creates substantial harm or risk of substantial harm, and/or
2. Fails to provide proper supervision or adequate food, clothing, shelter, education, or medical care although financially able or assisted to do so, and/or
3. Commits or allows to be committed an act of sexual abuse against a child.

Child abuse can have long-term effects on victims. A lack of trust and difficulty with healthy relationships is common, as is a core feeling of worthlessness and low self-esteem. There may even be long-term trouble with regulating emotions that can lead to destructive behaviors.

There are typically four common types of abuse:

- The failure to meet a child's basic needs, physically or emotionally, which is called *neglect*.
- The intentional use of physical force that results in injury, which is called *physical abuse*.
- The practice of any behaviors that harm a child's feelings of self-worth or emotional well-being, which is *emotional abuse*.
- Engaging in sexual acts with a child, including pornography, which is *sexual abuse*.

Unfortunately, statistics reflect that abuse is all too common in any form.

- In New Jersey, abuse reports involving 80,000 children are filed each year. Fifty thousand of those children receive prevention and post-response services.
- 75% of the cases involve neglect, 18% of the cases involve physical abuse, and psychological abuse accounts for 7% of the cases.
- 55% of the perpetrators are female, while males account for 45%.
- Sadly, child abuse is a vicious cycle, in that 30% of abused children will later abuse their own children.

The statistics and characteristics pertaining to *sexual abuse* are sobering and equally as disheartening:

- ✓ **"Peer-to-Peer"** abuse is by far the most common, where one or more children or adolescent(s) sexually abuses or inappropriately touches another. Legally, the abuser must be at least four years older to trigger the statute. The *American Psychological Association* reports this type of abuse is driven by power and dominance, the same factors that drive bullying within this age group. In fact, bullying can be a precursor to sexual abuse, especially when there is a lack of supervision.
- ✓ In contrast, **"adult-to-child"** abuse is typically thought out and planned in advance, demanding access, privacy and control. These three factors demand a specific type of relationship and setting, meaning that 90% of juvenile sexual abuse victims know their abuser. The scope of the problem is massive: by the age of 18, 1 in 4 girls and 1 in 6 boys have experienced sexual abuse. From those figures, 88% of those molestations are attributed to individuals with pedophilia. ***Pedophilia is a psychotic disorder in which an adult or adolescent demonstrates a primary sexual attraction to prepubescent children.*** However, it is important not to confuse pedophilia with actual child molestation, as many pedophiles never act on their attractions.
- ✓ Child sexual abusers are not always easy to spot. Though seven out of every eight molesters are male, they match the general population in ethnicity, religion, education, and marital status. So there is no stereotype, especially since abusers go to great lengths to blend in. However, only 10% abuse children that they don't know, and 68% look no further than their own families for victims.
- ✓ 40% of abusers first begin molesting children before they themselves reach the age of 15, and the vast majority before the age of 20.
- ✓ Adolescent abusers generally begin their acts of abuse on younger siblings.
- ✓ Most sexual abuse occurs within the family. However, molesters can gain access to children outside of their own families through employment or volunteer work with an organization that works primarily with children. This allows them both time alone with potential victims and the ability to build trust and credibility. In fact, child abusers are often known and respected in their communities for their dedication to children.
- ✓ In terms of a victim profile, it is important to remember that, although there are characteristics that make some children more vulnerable, every child is in danger. Passive, lonely, or troubled children, especially those who live with step-parents or single parents, may be targeted. Children between the ages of 7 and 13 are most at risk, and children from low socioeconomic backgrounds or rural areas are more likely to be victimized.

- ✓ Molesters have behavioral patterns that can be identified as "*grooming*" their victims. Sexual abuse is rarely violent. The molester's goal is to solicit compliance by beginning to win the victim's trust. There might be pet names, gifts to foster exclusivity, and encouragement to "keep secrets." The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed trustworthy. Inevitably, the favoritism is not enough to keep the victim silent anymore, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.
- ✓ During the grooming process and abuse, victims often begin to show signs such as sexual behaviors or strong sexual language that is too adult for their age. Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm. They may begin to display cuts and scratches or other self-inflicted injuries. However, some children are naïve and unaware of the gravity of the abusive nature of their experience. Research shows that children often delay reporting sexual abuse. They should not be disbelieved just because they waited a long time to seek help.

In the State of New Jersey, every level of government has a role in protecting minors.

- At the State level:
 - State law is enforced through the N.J. Family Division of the State court system. The court has broad powers, including the ability to remove children from dangerous situations
 - The Department of Children and Families, specifically the Division of Child Protection and Permanency, combines all state operations intended to safeguard children into a single, coordinated program working closely with the Courts, legal advocates, and law enforcement.
 - The Department of Corrections operates adult prisons and youth correctional centers to deal with perpetrators, while individual counties operate youth detention centers and special purpose schools.
- At the local level:
 - Educational professionals have the most contact with children, meaning they are often the first to detect issues.
 - Housing Authority employees may also frequently come into contact with children.

- Municipalities and counties operate or sponsor a variety of programs that involve children, including but not limited to:
 - Recreation programs
 - Before and After Care programs
 - Youth sports leagues
 - Youth centers
 - Youth in Government programs
 - Junior law enforcement training programs

- The role of **law enforcement agencies** is especially important. Police officers assist in resolving reported situations, often acting as first identifiers. In New Jersey, police are given broad authority to protect children, including the authority to remove them from their parents or caregivers without a court order if necessary to prevent imminent danger to a child. Under the **Prevention of Domestic Violence Act**, a law enforcement officer must make an arrest when the officer finds "probable cause" that domestic violence has occurred. This holds even if the victim refuses to make a complaint. The Act is invoked in situations where the victim exhibits signs of injury caused by domestic violence, when a warrant is in effect, or when there is probable cause to believe that a weapon has been involved in an act of domestic violence. Abusers often use psychological tactics or coercive control over their partners, such as making threats to prevent a victim from leaving or contacting friends, family, or police. But even if these conditions are not met, an officer may still make an arrest or sign a criminal complaint if there is probable cause to believe acts of domestic violence have been committed. Now, if there is no visible sign of injury but the victim states that an injury did, in fact, occur, the officer must take other factors into consideration in determining probable cause.

The Borough of Red Bank is committed to the safety of all individuals in its community. However, the Borough of Red Bank has a particular concern for those who are potentially vulnerable, including minor children. The Borough of Red Bank regards the abuse of children as abhorrent in all its forms and pledges to hold its officials, employees, and volunteers to the highest standards of conduct in interacting with children. Statistics show that 93% of victims under the age of 18 know the abuser. Further, a perpetrator does not have to be an adult to harm a child but is typically in a caregiver role. They can have any relationship to the child, including a playmate, family member, a teacher, a coach, or instructor.

The Borough of Red Bank is fully committed to protecting the health, safety, and welfare of minors who interact with officials, employees, and volunteers of the Borough of Red Bank to the maximum extent possible. These Policy and Procedures establish the guidelines for officials, employees, and volunteers who set policy for the Borough of Red Bank or may work with or interact with

individuals under 18 years of age, and those who supervise employees, and volunteers who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors.

This Model Policy provides guidelines that apply broadly to interactions between minors and officials, employees, and volunteers in programs operated by the Borough of Red Bank or affiliated programs or activities. All officials, employees, and volunteers are responsible for understanding and complying with this policy.

II. Definitions:

- **Authorized Adult**- Individuals, age 18 and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee and/or interact with minors in program activities, recreational, and/or residential facilities. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc.
- **Child or Minor** - A person under the age of eighteen (18).
- **Department Heads**- Appointed department heads of the (local unit type), including the chief administrative officer, and any assistants.
- **Direct Contact** - Positions with the possibility of care, supervision, guidance, or control of children or routine interaction with children.
- **Dual Reporting** – Reporting possible abuse to both the N.J. Department of Children and Families and law enforcement at the same time by the individual designated by the (local unit type) to report all possible cases of abuse.
- **Employees, Staff, or Counselors** – persons working for the (local unit type) on a full-time or part-time basis, and compensated by the (local unit type).
- **Facilities** - Facilities owned by, under the control of, or rented or leased to the (local unit type).
- **Grooming** - is when someone builds a relationship, trust, and emotional connection with a child or young person so they can manipulate, exploit and abuse them. Refer to Appendix B for more detailed information on grooming.
- **N.J.M.E.L. JIF**-New Jersey Municipal Excess Liability Fund Joint Insurance fund
- **Officials** – Elected officials of the (local unit type), appointed Board members, and Authority Commissioners

- **One-On-One Contact** - Personal, unsupervised interaction between any Authorized Adult and a participant without at least one other Authorized Adult, parent, or legal guardian being present.
- **Programs** - Programs and activities offered or sponsored by the (local unit type).
- **Volunteers**-Individuals volunteering their time to provide services to the (local unit type) who are not on the payroll and receive no compensation.

III. **Policy:**

The Borough of Red Bank is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the Borough of Red Bank is firmly committed to protecting children under the care and supervision of the Borough of Red Bank from all forms of physical, mental, sexual, and emotional abuse. The Borough of Red Bank is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the Borough of Red Bank. The procedures outlined below shall apply to all officials, employees, and volunteers of the Borough of Red Bank.

IV. **Recruitment and Hiring of Employees and Vetting of Individuals Volunteering Their Time:**

- All prospective employees and volunteers shall undergo a thorough and complete background check, including the following:
 - For part-time summer employees who will be interacting with minors, including but not limited to lifeguards, camp counselors, coaches, and instructors:***
 - National Database Criminal History Search
 - National Sex Offender Search
 - Social Security Trace/Validation
 - For full-time employees in supervisory positions involving minors:***
 - National Database Criminal History Search
 - National Sex Offender Search
 - Social Security Trace/Validation
 - Education Verification
 - Employment Verification
 - Credit Check
 - Motor Vehicle Record
 - Reference Check

Many local governments hire minor children to work in their summer or seasonal programs. It may be difficult to obtain any background information for minors. It is

recommended that the local government attempt to verify any past employment for minors between 16 and 18 years of age, with the consent of the parents or guardians.

Recognizing that fingerprint identification checks may not yield results in time for hiring purposes, the NJMEL assembled a list of qualified vendors for background checks through an RFQ process, and the five vendors on the list along with their contact information can be found at the following link on the NJMEL website.

<https://njmel.org/wp-content/uploads/2021/05/RFQ-Results-21-02-background-Check-Services.pdf>

Written documentation of the background check shall be maintained by the (local unit type) in perpetuity.

- ii. Background checks that disclose any negative or questionable results must be reviewed and approved by the Borough prior to the individual being hired and/or working with minors. **Provisional hiring should not be permitted.**
- iii. All prospective employees and volunteers must complete the training adopted by the Borough **PRIOR TO** starting employment or volunteer service. **In addition to completing the training course adopted by the Borough,** it is highly recommended that all volunteer coaches complete the Rutgers SAFETY Clinic course (*Sports Awareness for Educating Today's Youth*™), which is a three-hour program that meets the "Minimum Standards for Volunteer Coaches Safety Orientation and Training Skills Programs" under (N.J.A.C. 5:52) and provides partial civil immunity protection to volunteer coaches under the "Little League Law" (2A:62A-6 et. seq.) The current Rutgers Safety Clinic Course includes a module on the sexual abuse of minors. If coaches completed the Rutgers course more than five years ago and it did not have any training on the sexual abuse of minors, it is highly recommended that the coaches be required to watch the video on the MEL website. Documentation verifying that the coaches watched and understood their responsibilities must be kept to confirm that the training was completed.
- iv. The Borough of Red Bank shall periodically re-check and document the Megan's Law directory for New Jersey to make certain that current employees are not listed.
- v. Once employed, authorized Adults who are employed are required to notify the appropriate Human Resources representative of an arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction in order to ascertain the fitness of those employees and volunteers to interact with children.

V. Procedures and Responsibilities of Officials:

Under New Jersey Law, an official may be held liable for the abuse or neglect of a child if he or she fails to implement appropriate safeguards to protect the child while the minor has been entrusted to the care of the Borough of Red Bank. Most importantly, recent changes in the law in New Jersey extended the statute of limitations for child abuse and neglect cases substantially, thus placing local officials and employees at a far greater risk.

A valid cause of action can be filed by an alleged victim well after the official has left office. It is, therefore, critically important for officials to establish and monitor policies and procedures designed to safeguard minors entrusted to the care of the Borough.

➤ Officials of the Borough of Red Bank are required to :

- i. Complete the initial training course adopted by the Borough, and any updated/refresher course, in order to better understand their legal duties and responsibilities under Federal and N.J. State Law. The training program will include the following concepts:
 - Recognizing the signs of abuse and neglect of minors.
 - Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
 - Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
 - Becoming familiar with the legal requirements to report suspected cases of abuse.
 - Fully understanding the legal consequences for not being diligent in making certain that employees of the Borough adhere to all policies and procedures as adopted.
- ii. Meet ***annually*** with all Department Heads to review the "Policy Addressing Sexual Abuse of Minors", and to verify that the administration is adhering to this policy which includes all of the following provisions. *If the policy is not being adhered to, it is the legal obligation of the officials of Borough to implement whatever changes are necessary as soon as possible to make certain the policy is followed.*
- iii. Conduct ***random and unannounced*** visits to program sites to observe the setup of the programs and conduct of the employees and volunteers of the Borough.

VI. **Program Procedures:**

All Borough of Red Bank programs operated by, sponsored by, or affiliated with the Borough of Red Bank shall comply with the following procedures. All officials, employees, and volunteers who interact with or could possibly interact with minors, and

those employees who supervise employees who interact with or could potentially interact with minors, shall adhere to the following policy.

The following policies shall apply to **all programs** offered by, sponsored by, or affiliated with the Borough of Red Bank. As an essential element of compliance with the overall objective of protecting and addressing the safe treatment of minors, the Borough shall:

- a. Establish a written procedure for the notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problems, natural disasters, or other significant program disruptions. Authorized Adults with the program, as well as participants and their parents/legal guardians, must be advised of this procedure in writing prior to the participation of the minors in the program. In addition, Borough of Red Bank shall provide information to parents or legal guardians detailing the manner in which the participant can be contacted during the program.
- b. Make certain that all program participants provide a ***Medical Treatment Authorization form annually*** to the Borough of Red Bank.
- c. Implement and adopt a ***"Code of Conduct"*** for volunteer and paid staff members, which, ***at a minimum***, will include the following:

<i>Code of Conduct</i>

- Staff members will, at all times, respect the rights of program participants and use positive techniques of guidance including positive reinforcement and encouragement.
- Staff members will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
- Staff members shall not transport children in their own vehicles, unless written authorization from the child's parent or guardian has been received.
- Members of the staff shall not be alone with children they meet in the programs outside of the camp. This includes babysitting, sleepovers, and inviting children to their home.
- Staff members shall, at all times, be visible to other staff members while supervising minors. Any exceptions require a written explanation before the fact and approval of the Program Director.
- Staff members will appear neat, clean, and appropriately attired.

- Staff members will refrain from intimate displays of affection towards others in the presence of children, parents, and staff.
- Staff members are required to refrain from texting, and posting or checking any of the social media outlets while they are working or volunteering. The only exception is for texting for the purposes of communicating with another staff member or parent regarding a programmatic issue pertaining to a child.
- Staff members are prohibited from buying gifts for program participants.

In addition to the Code of Conduct, the following shall be a part of the specific program provisions:

- The possession or use of alcohol and other drugs, fireworks, guns, and other weapons is prohibited.
- The Borough of Red Bank shall set forth rules and procedures governing when and under what circumstances participants may leave the Borough of Red Bank property during the program.
- No violence, including sexual abuse or harassment, will be tolerated.
- Hazing of any kind is prohibited. Bullying, including verbal, physical, and cyberbullying is prohibited and will be addressed immediately.
- No theft of property will be tolerated.
- No use of tobacco products will be tolerated.
- Misuse or damage of Borough of Red Bank property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited, including the use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- Under no circumstances are any images of any child taken during any of the activities conducted or sponsored by the Borough of Red Bank to be shared on any social media platform without the expressed written consent of a parent or legal guardian.
- If possible, the Borough of Red Bank shall assign a staff member who is at least 21 years of age to be accessible to participants. Additional Authorized Adults will be assigned to ensure one-on-one contact with minors does not occur, and that appropriate levels of supervision are implemented.

- Take appropriate steps to ensure that children are not released to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian. This shall include annual written authorization on file in advance.
- Develop and made available to participants and their parents or guardians, the rules and discipline measures applicable to the program. Program participants and staff must abide by all regulations and may be removed from the program for non-compliance with the rules.
- The **recommended** ratio of counselors to program participants should reflect the gender distribution of the participants, and should meet the following:
 1. One staff member for every six participants ages 4 and 5
 2. One staff member for every eight participants ages 6 to 8
 3. One staff member for every ten participants ages 9 to 14
 4. One staff member for every twelve participants ages 15 to 17
- The Responsibilities of the counselors must include, at a minimum, informing program participants about safety and security procedures, rules established by the program, and behavioral expectations. Counselors are responsible for following and enforcing all of the rules and must be able to provide information included herein to program participants and be able to respond to emergencies.

Specific Policy and Procedures for Use of Restrooms by Children/Minors:

- All restrooms shall be checked in advance by staff persons before minor children enter to ensure that no other individuals are present.
- Staff members (of the same sex) are to stand guard at the doorway to make sure that no one else enters the restroom while a child is there. Children should not be permitted to enter restrooms in pairs or in groups, unless it is absolutely necessary.
- For field trips, staff members must monitor bathroom use by minor children and shall not permit a child to enter a restroom alone.

VII. Procedures for Law Enforcement Officers:

Law enforcement officers of the Borough of Red Bank frequently interact with minors in a variety of ways. In addition to the guidance provided by the Attorney General's office, it is important to establish guidelines to assist law enforcement officers in being aware of how to act and react in these circumstances. To that end, the Chief of Police or his or her designee of the Borough of Red Bank shall formulate a written policy addressing the safe

treatment of minors for consideration and approval by the governing body for law enforcement officers who interact with minors.

The policy shall, at a minimum, incorporate and address the following:

- a. **Transporting minors in a police vehicle.** Whenever possible, victims or alleged victims of sexual assault or other crimes, or minors removed from a situation for protective purposes, shall be transported by two officers (at least one of whom shall be of the same sex as the victim) in unmarked vehicles that does not have a prisoner compartment/partition. Officers transporting a minor for whatever reason shall document starting and stopping mileage through radio contact.
- b. Directives issued by the N.J. State Attorney General pertaining to interaction with minors shall be incorporated into the policy.
- c. The following provisions from the "*Code of Conduct*" for counselors shall be included in the policy for officers assigned to work in school settings (i.e., Class 3 officers):
 - i. Officers will, at all times, respect the rights of students and use positive techniques of guidance, including positive reinforcement and encouragement.
 - ii. Officers will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
 - iii. Officers shall not transport children in their own vehicles. Officers shall not arrange to see students outside of school, and this includes babysitting, sleepovers, and inviting children to their home. Any exceptions require a written explanation before the fact and approval of the Chief.
 - iv. Officers shall make certain that they are neat, clean, and appropriately attired.
 - v. Officers will refrain from intimate displays of affection towards others in the presence of children, parents, and staff. Officers shall not buy gifts for students at any time.
 - vi. All officers are required to complete the initial training course offered by the NJMEL JIF, and any refresher courses as well.

VIII. Training Requirements:

Individual training courses have been designed for each of the following categories, and **all** officials, employees, and volunteers of the Borough of Red Bank are required to complete training (and refresher course training) adopted by the Borough of Red Bank. ALL employees of the Borough of Red Bank shall complete the training course whether they interact with children/minors or not. Although training records will be maintained,

it is recommended that each Borough of Red Bank and individual trainees also keep copies of their own training records.

a. **Elected Officials, Appointed Officials, Department Heads, and Supervisors:**

All elected officials, appointed officials, department heads, and supervisors shall complete the *initial virtual training course* offered by the NJMEL, **“PROTECTING CHILDREN FROM ABUSE”** and adopted by the Borough of Red Bank, and any updated/refresher course in order to better understand their legal duties and responsibilities under Federal and N.J. State Law. The course includes the following:

- Recognizing the signs of abuse and neglect of minors.
- Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
- Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
- Becoming familiar with the legal requirements to report suspected cases of abuse.
- Fully understanding the legal consequences for not being diligent in making certain that employees of Borough of Red Bank adhere to all policies and procedures as adopted.

b. **Volunteers and Employees of the BOROUGH OF RED BANK**

All employees and volunteers (regardless of whether they will be working with children or not) shall complete training provided by the NMEL in the form of the **“PROTECTING CHILDREN”** video on protecting children on the MEL website and found at:

<https://njmel.org/mel-safety-institute/model-policies/protecting-children-videos/>

i. Course Content shall include:

1. Current State NJ State Law pertaining to Sexual Abuse of Minors
2. Recognizing the signs of abuse and neglect
3. Different types of abuse (i.e., Peer to Peer, Adult to Child, etc...)
4. Your legal responsibility for implementing and monitoring procedures and employees
5. Reporting cases of abuse

c. **Law Enforcement Officers**

i. Course Content shall include:

1. Current Status of N.J. Law and Directives from the Attorney General for Law Enforcement personnel
2. Your responsibilities
3. Officers in Schools
4. Reporting Abuse

IX. Reporting Suspected Child Abuse/Neglect:

In light of the importance and priority placed on safeguarding the health and safety of minors, it is critically important that suspected cases of child abuse and neglect are reported as soon as possible. **As a government official, employee or volunteer, you are legally required to report suspected child abuse. This requirement includes all governmental officials, employees and volunteers.**

The following procedures shall be utilized in reporting suspected cases of abuse. The Borough of Red Bank shall also train officials, department heads, employees, and volunteers in the concept of "**dual reporting**," which involves reporting the suspected abuse to local law enforcement in addition to reporting the abuse to the Department of Children and Families. Reporting suspected abuse to local law enforcement is critically important in cases where there is the potential for violence.

Child Abuse is a hard thing to talk about, especially with victims. The most important thing to remember is to **show calm reassurance and unconditional support**. Avoid interrogation and leading questions. Understand that denial and embarrassment are common reactions. Don't display disbelief, shock, or disgust. Instead, be reassuring. Make sure the child knows that they did nothing wrong. Reassure them that this is not their fault and make sure they know that you take it seriously.

Interviewing children to investigate sexual abuse requires highly technical expertise. ***Do not "investigate" an abuse situation. Do not interrogate the child.*** The investigation will be undertaken by those who are trained to undertake that critical task. Instead report it immediately, as shown below. And finally, keep safety as the priority. If there is the possibility of violence against yourself or the child, get the appropriate professionals or agencies involved as soon as possible, and report the abuse to local law enforcement.

As noted above, it is highly recommended that, whenever possible, officials, employees, and volunteers report the suspected abuse to both the N.J. Department of Children and Families and law enforcement at the same time, which is known as "dual reporting."

For ALL elected officials, appointed officials, supervisors, department heads, full or part-time employees or volunteers of programs conducted by the BOROUGH OF RED BANK:

- Report the suspected abuse to the New Jersey Department of Children and Families. Please be prepared to include the following information to the extent the information has been told to you.

- a. **Who:** The child and parent/caregiver's name, age, and address and the name of the alleged perpetrator and that person's relationship to the child.
 - b. **What:** Type and frequency of alleged abuse/neglect, current or previous injuries to the child, and what caused you to become concerned.
 - c. **When:** When the alleged abuse/neglect occurred and when you learned of it.
 - d. **Where:** Where the incident occurred, where the child is now, and whether the alleged perpetrator has access to the child.
 - e. **How:** How urgent the need is for intervention and whether there is a likelihood of imminent danger for the child.
- Call the Hotline established by the N.J. Department of Children and Families @ 1-877-652-2873. It is not the supervisor's role to decide whether a case should be reported. All cases shall be reported.
 - For ***Law Enforcement Officers:***
 - Immediately report any suspected or alleged cases of abuse or neglect to the New Jersey Department of Children and Families and to the County Prosecutor.

X. Important Information Regarding Reporting Suspected Abuse Under NJ Law:

The following guidelines have been established under New Jersey law, for those reporting suspected or alleged cases of abuse or neglect. The Borough of Red Bank encourages all officials, employees, and volunteers in programs operated by the Borough of Red Bank or affiliated programs or activities to report suspected cases of abuse with the following in mind.

- i. *Any person who, in good faith, makes a report of child abuse or neglect or testifies in a child abuse hearing resulting from such a report is immune from any criminal or civil liability as a result of such action. Calls can be placed to the hotline anonymously.*
- ii. *However, any person who knowingly fails to report suspected abuse or neglect according to the law or to comply with the provisions is a disorderly person.*
- iii. *When a report indicates that a child may be at risk, an investigator from the Division of Child Protection and Permanency (formerly Youth and Family Services) will promptly investigate the allegations of child abuse and neglect within 24 hours of receipt of the report.*

XI. Acknowledgment of Receipt and Review of Policy:

All officials, employees/counselors, and volunteers shall sign and date an acknowledgment form that confirms they have received and reviewed the Policy Addressing the Protection and Safe Treatment of Minors, issued to them by the Borough of Red Bank. The same process shall be used for any revised policy issued in the future.

Appendix A: Indicators of Child Abuse/Neglect

The New Jersey Department of Children and Families issued the following guidelines to assist in recognizing the indicators of child abuse/neglect.

Indicators of Child Abuse / Neglect

Different types of abuse and neglect have different physical and behavioral indicators.

Physical Abuse

Physical Indicators	Behavioral Indicators
Unexplained bruises and welts: • On face, lips, mouth • On torso, back, buttocks, thighs • In various stages of healing • Cluster, forming regular patterns • Reflecting shape of article used to inflict (electric cord, belt buckle) • On several different surface areas • Regularly appear after absence, weekend or vacation Unexplained burns: • Cigar, cigarette burns, especially on soles, palms, back or buttocks • Immersion burns (sock-like, glove-like doughnut shaped on buttocks or genitalia) • Patterned like electric burner, iron, etc. • Rope burns on arms, legs, neck or torso Unexplained fractures: • To skull, nose, facial structure • In various stages of healing • Multiple or spiral fractures Unexplained laceration or abrasions: • To mouth, lips, gums, eyes • To external genitalia	Wary of adult contacts Apprehensive when other children cry Behavioral extremes: • Aggressiveness • Withdrawal Frightened of parents Afraid to go home Reports injury by parents

Physical Neglect

Physical Indicators	Behavioral Indicators
Consistent hunger, poor hygiene, inappropriate dress Consistent lack of supervision, especially in dangerous activities or long periods Constant fatigue or listlessness Unattended physical problems or medical needs Abandonment	Begging, stealing food Extended stays at school (early arrival and late departure) Constantly falling asleep in class Alcohol or drug abuse Delinquency (e.g. thefts) States there is no caregiver

Sexual Abuse

Physical Indicators	Behavioral Indicators
Difficulty in walking or sitting Torn, stained or bloody underclothing Pain or itching in genital area Bruises or bleeding in external genitalia, vaginal or anal areas Venereal disease, especially in pre-teens Pregnancy	Unwilling to change for gym or participate in P.E. Withdrawn, fantasy or infantile behavior Bizarre, sophisticated or unusual sexual behavior or knowledge Poor peer relationships Delinquent or run away Reports sexual assault by caregiver

Emotional Maltreatment

Physical Indicators	Behavioral Indicators
Habit disorders (sucking, biting, rocking, etc.) Conduct disorders (antisocial, destructive, etc.) Neurotic traits (sleep disorders, speech disorders, inhibition of play)	Behavior extremes: • Compliant, passive • Aggressive, demanding Overly adoptive behavior: • Inappropriately adult • Inappropriately infant

Appendix B – Grooming Behavior

Grooming is when someone builds a relationship, trust, and emotional connection with a child or young person so they can manipulate, exploit and abuse them.

Here are some common characteristics of someone attempting to "groom" a child.

- Molesters often refer to their intended victims by pet names and use gifts to foster exclusivity and build a relationship while starting the practice of keeping secrets.
- The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed so good – too good to be true, in fact.
- Inevitably, the favoritism is not enough to keep the victim, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.
- During the grooming process and abuse itself, victims often begin to show tell-tale signs, including:
 - Sexual behaviors or strong sexual language that is too adult for their age.
 - Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm.
 - Also, look for cuts and scratches or other self-inflicted injuries.

Appendix C – Frequently Asked Questions Concerning the Model Policy

1. Is the *Policy for the Protection and Safe Treatment of Minors* mandatory?
 - a. Yes, the policy is mandatory for all NJMEL members.
2. Can the Model Policy be modified?
 - a. The model policy is a guide that includes recommended “best practices” based on research conducted by the Safety Director’s office, in consultation with the NJMEL attorney and other experts, including a noted Child Psychologist. The form and content of the policy may be modified, so long as it is approved by legal counsel. The model policy includes certain elements that should not be modified or deleted. Before making any significant modifications or deleting any portions of the policy, it is recommended that officials consult with and seek an opinion from their local attorney.
3. Are background checks mandatory for minors?
 - a. It may be difficult to obtain any background information for minors. For minors between the ages of 16 to 18 who will be working with children, we recommend acquiring as much background information, including a check of all work references, if any, and a copy of their driver’s license.
4. The model policy specifically mentions a “fingerprint” background check. Is that the only acceptable method?
 - a. No. Municipalities and counties may also conduct a background check themselves or through a third-party agency, as long as that background check includes a criminal history check of all 50 states, a review of the applicant’s motor vehicle history, a check of Megan’s law directory for NJ and other states where the applicant or volunteer has lived, and a credit check. (See pages 5-6). The NJMEL put together a list of qualified vendors, which can be found on the MELJIF website.
5. Why is a credit check recommended?
 - a. A credit check is recommended because credit check results include a listing of the applicant’s known addresses for at least the past 20 years. This information is of value in the following ways:
 - i. If a job application required a listing of all known addresses for the past 20 years, and an applicant failed to disclose that information, a prospective public employer would be justifiably concerned about the applicant’s honesty and would have immediate grounds to disqualify the applicant.
 - ii. For individuals working with children in a paid or volunteer capacity, the out-of-state addresses on the credit check would provide a basis to check Megan’s Law websites for the other states.
 - b. Please note that credit checks and background checks should comply with the ***New Jersey Fair Credit Reporting Act*** and in accordance with the guidance from your legal counsel.

6. Do we have to conduct background checks on volunteers?
 - a. The recommended “best practice” is to treat volunteers who work with children the same way as prospective paid employees are treated for background checks. Unfortunately, there are many claims in which volunteers have been accused of sexually molesting minors. However, appointed board members, such as Planning and Zoning board members, and other similar board members who do not work with children in any capacity may be considered for exclusion.
7. The model policy states, “background checks that disclose any negative or questionable results must be reviewed and approved by the (local unit type) prior to the individual being hired and/or working with minors. Provisional hiring is not permitted. “ What constitutes “negative or questionable results,” and who makes the final determination on whether to hire the individual or permit the volunteer to participate?
 - a. Some examples of “questionable results” would be:
 - i. Any results from a criminal history check that do not agree with the applicant’s statements on their job application, such as arrests or convictions not listed.
 - ii. Reference checks with prior employers that do not match the applicant’s information.
 - iii. Refusal to allow an employer to check with former employers may be a “red flag.”
 - iv. An unexplained “blank space” in an applicant’s employment history.
 - v. Personal reference checks that reveal negative information about the applicant.
 - vi. Any information that proves to be false on the job application.
 - b. It is a local decision as far as who decides to hire the individual or permit the volunteer to participate. In many, if not most municipalities, the public employer’s chief administrative officer is responsible for making that decision or making the final recommendation to hire someone or accept an individual as a volunteer. However, that is a local decision. We recommend that local communities establish appropriate guidelines, standards, and an appeal process with respect to decisions not to hire an individual or volunteer to participate based on the outcome of a background check.
8. If there is a break in seasonal employment, do the background checks need to be re-run? Is there an acceptable “break in service time”?
 - a. Many municipalities run background checks every year regardless of whether the employee has worked there in the past, and that is a “best practice” from the standpoint of protecting the municipality; however, as far as what the acceptable frequency is for conducting background checks on seasonal employees, that is a local decision. There is no absolute time frame in the policy pertaining to a “break in service” for the requirement of new background checks for seasonal employees because that is a local decision.

9. Do background checks carry over from other entities? For example, if, a school teacher, teaches a class for the township, can we use or assume his/her background check is valid and satisfies our needs?

- a. Unless the local government entity has access (i.e., a copy or certification from the other entity) to the background check, we would be reluctant to recommend acceptance. If a problem arises in the future concerning an employee, I am not sure that reliance on a background check from another employer would be a sufficient defense. It would be best to check with your local attorney on this issue before accepting a background check from another entity.

10. If a municipality does not have a police or fire department or hold any recreational activities and does not have any programs that hire children. Is this policy still required to be adopted?

- a. We recommend that the municipality adopt the policy and complete the training. Unfortunately, municipalities sometimes find themselves named in cases like this by the plaintiff's attorneys, even though the municipality has nothing to do with the matter. By adopting the policy and completing the training, you will be able to provide documentation of that as part of any defense.

11. Who is required to take the training?

- a. All municipal officials, employees, and volunteers are required to take the training.

1. Elected officials, managers, administrators, supervisors, and department heads must complete the ***Virtual Instructor-Led training***. The course is available through the NJMEL Learning Management System, and classes are scheduled periodically. Please note: Elected and appointed officials, supervisors, and department heads who already attended the course offered by the NJMEL at the NJSLOM conference in November of 2019 or any of the webinar sessions conducted by the Safety Director's office or Risk Managers up to now have already complied with this MEL requirement.

2. Police superior officers will receive training as part of their annual or semi-annual training provided by the Safety Director's Law Enforcement Risk Control Unit.

3. All other employees and volunteers, regardless of whether they work with children or not, must view the 20-minute video available through the MEL MSI Learning Management System. Please make sure you register to view the video to document your training.

12. How often is “refresher training” expected?

- a. For existing employees, we recommend refresher training every two years. New employees should receive training before they begin work.

13. Should every volunteer or employee sign off on the entire policy?

- a. All Employees and volunteers should be required to read the entire policy and, at a minimum, sign off on the Code of Conduct.

14. Our municipality does not operate any recreational sports leagues.

Other outside organizations are fully responsible for the leagues; however, the sports leagues are conducted on our fields and facilities. Is our municipality still accountable for any claims that arise?

- 1) Even if your municipality does not directly operate recreational leagues, if the activity occurs on fields or facilities owned by the municipality, it is more likely than not that the municipality may be brought into any litigation or claim. For that reason, the recommended “best practice” is for municipalities to draft and enter into written agreements annually with the organizations who are operating the leagues that set forth the following at a minimum:
 - i) Insurance requirements, including a copy of a Certificate of Insurance for the organization naming the municipality as an additional insured and including a “hold harmless” clause.
 - ii) A certification by the organization that they have read the Model Policy and will adhere to conduct requirements, including mandatory background checks for all coaches and volunteers involved in the program. Completing the Rutgers Safety Course (or acceptable equivalent course) by all coaches, viewing the MEL Protecting Minors video, and adherence to a “Code of Conduct” for all coaches and parents.
 - iii) The permitted dates and hours of use for the facilities and a requirement that the organization will keep the fields clean and safe for use.

A Model agreement is available on the NJMEL website.

15. Our Lifeguards have separate male and female locker/shower rooms, but the locker/showers do not have stalls for privacy. We have employees aging from 16 to 70 years old. What protocols would you recommend that the municipality implement to protect the minors while in the locker/shower rooms? The MEL’s model policy speaks to the procedures for the use of restrooms used by minors. Should we follow the same procedure as the locker rooms?

- a. It is essential to make sure that the municipality recognizes and implements a policy addressing the lifeguards who are minors that acknowledges the need to separate them from the adult-aged Lifeguards. If the municipality follows the Model Policy

recommendations for the use of bathrooms, that should be more than sufficient to protect the minors working as Lifeguards.

Questions Raised by Library Personnel Concerning How the Policy Impacts Library Operations

- Do the provisions in the Model Policy apply to daily library operations when children are present?
 - Most of the “best practices” in the model policy were written for organized programs sponsored or conducted by a local governmental unit. All of the provisions would apply, for example, to programs sponsored by or conducted by the library or third party individuals in the library. Examples of these types of programs would be story hours, tours of the library, arts and crafts programs, and educational programs. If parents or guardians attend any of these programs along with children, and children are not left on their own, then the library would not be acting “In Loco Parentis” in those situations. However, if children are dropped off **for whatever purpose**, the library will need to provide safeguards to eliminate opportunities for abuse, including but not limited to monitoring bathrooms and making sure that children are not left alone in portions of the library where they are vulnerable. Appropriate library personnel should be assigned to the critical task of monitoring these areas.
 - Also, it is vitally important for the library to follow the hiring guidelines and training requirements pertaining to employees and volunteers in light of the number of children who typically use the library.
- Can the library request that parents opt out of any photo opportunities and/or social media exposure for their children instead of asking permission any time the Library wants to do so? The Library uses such photos and social media exposure as a way of advertising their programs.
 - This would be acceptable as long as the library would be able to document that: (1) parents and guardians have been made aware of the policy (i.e., have adequate notice) and (2) the library maintains copies of the “opt-out” documentation (i.e., signed “opt out” forms).

SECTION 4

Paid and Unpaid Time-Off Policies:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

A. Paid Holiday Policy

Employees are entitled to the following fourteen (14) paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

B. Vacation Policy

Vacation is an accrued benefit for full-time employees based on the following schedule (for employees hired prior to January 1, 2014):

- During the first calendar year of appointment, an employee will earn one-half (1/2) day for each full month of service.
- During the first full calendar year after appointment, the employee will be credited with ten (10) days' vacation on January 1.
- Ten (10) days for the second (2nd) through fifth (5th) year.
- Fifteen (15) days for the sixth (6th) through tenth (10th) years.
- Twenty (20) days for the eleventh (11th) through fifteenth (15th) years.
- Twenty-five (25) days for the sixteenth (16th) through twenty-ninth (29th) years.

- Thirty (30) days from the thirtieth (30th) year on.

Employees hired between January 1, 2014 and December 31, 2017 will receive vacation based upon the following schedule:

1. During the calendar year of appointment, an employee will earn one-half (1/2) day for each month worked.
2. During the calendar year after appointment, the employee will be credited with ten (10) days' vacation on January 1, but the vacation shall not be taken prior to June 1.
3. After the first full calendar year and through the fifth (5th) year: ten (10) days of vacation.
4. From the sixth (6th) year up through the twelfth (12th) year: fifteen (15) days of vacation.
5. Beginning with the thirteenth (13th) year: twenty (20) days of vacation.

Employees hired on or after January 1, 2018 will receive vacation based on the following schedule:

- During the calendar year of appointment, an employee will earn one (1) day for each month worked not to exceed ten (10) days.
- During the calendar year after appointment, the employee will be credited with ten (10) days' vacation on January 1, but the vacation shall not be taken prior to June 1.
- After the first full calendar year and through the fifth (5th) year: ten days of vacation.
- From the sixth (6th) year up through the twelfth (12th) year: fifteen (15) days of vacation.
- Beginning with the thirteenth (13th) year: twenty (20) days of vacation.

All vacations must be scheduled and approved by Department Heads. Employees must receive their supervisor's approval at least five (5) days in advance of the first vacation day. Employees seeking to take more than five (5) consecutive vacation days shall provide their Department Head with at least thirty (30) calendar days' written notice of their intention to do so. Approval of vacation shall not be arbitrarily denied, and approval will only be withheld for articulated valid business purposes.

Vacation may not be accumulated year to year, except that an employee may carry over up to five (5) days of vacation into the ensuing year. The employee must notify his/her respective Department Head of a request to carry over any vacation time. Approval in writing must be obtained from the Department Head or Human Resources Manager. Any carried over vacation days must be taken during the ensuing year prior to March 31st.

Vacation time will be charged on an hourly basis.

Permanent part-time employees will receive five (5) days paid vacation after one (1) full year of service.

It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro-rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation leave, and same shall be deducted from final pay.

Employees who leave the employ of the Borough will be paid for any unused, accrued vacation time within the parameters of accrual of vacation time as set forth above.

C. Personal Days Policy

Full-time employees are entitled to five (5) personal days per year. Any unused days are forfeited at the end of each calendar year. Personal days are earned a *pro-rata* basis. Personal time is charged on an hourly basis. An employee wishing to take a personal day must obtain approval from his/her Department Head.

D. Sick Days Policy

Full-time employees are entitled to fifteen (15) working sick days per calendar year. However, during the first calendar year of service, a full-time employee shall earn one (1) working sick day for each month of service, but no more than five (5) days during that first calendar year of service, unless inconsistent with the New Jersey Paid Sick Leave Act. Sick time is charged on an hourly basis. Part-time employees will accrue one (1) hour of sick time for every thirty (30) hours of work up to a maximum of forty (40) hours of sick time in any calendar year.

Sick time may be used for the following:

- (1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) absence necessary due to circumstances resulting from the employee, or a family member of the employee being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

(4) time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

(5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

(6) If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this section, "family member" shall mean a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Verification for sick days may be requested at any time. A doctor's note is required for any employee who is out sick for more than three (3) days.

Abuse of sick time is grounds for disciplinary action. Recognizing that emergencies and unforeseen circumstances arise which do not allow for advance notification, an employee may request a sick leave by notifying the Department Head of the nature of the emergency or unforeseeable circumstance as soon as practical as well as the anticipated duration of absence. Typically, this requires an employee to notify their Department Head an hour before the start of the employee's scheduled work day. Unforeseeable means that the need for the sick leave was not reasonably anticipated.

At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. Any employee that uses no sick time within a calendar year shall be granted one (1) additional personal day in the following calendar year.

E. Workers' Compensation Policy

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation pursuant to the New Jersey Workers' Compensation Act. 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 Borough's insurance carrier or the Borough. Payment for unauthorized medical treatment may not be covered pursuant to the Act.

An employee injured on the job will receive his/her full salary from the Borough of Red Bank for thirty (30) days after the injury. After that time, the employee may utilize any accrued sick time to make up the difference between the employee's salary and Workers' Compensation benefits in order to receive full compensation. After thirty (30) days, time credited toward the pension will cease until the employee returns to work. Health insurance benefits, however, will continue pursuant to state and federal law on the same conditions as coverage is otherwise provided, including the employee's payment of his/her share of the cost of coverage. All employee rights and responsibilities while out of work on Workers' Compensation shall be defined and administered in accordance with the provisions of the New Jersey Workers' Compensation Act.

Before an employee who has been out on Workers' Compensation is permitted to return to work, a medical release must be submitted to the Human Resources Manager for approval.

F. Family Medical Leave Act Policy

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Borough provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Employer's policies implementing the FMLA.

Leave Available. Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Servicemember shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Servicemember. During this

single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

“Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member’s initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

“Eligible Employee” means an individual who has been employed by the Employer for at least twelve (12) months, has worked at least 1,250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty (50) employees within seventy-five (75) miles of that worksite.

“Next of kin” means the nearest blood relative of the individual.

“Qualifying Exigency” covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

“Serious Injury or Illness” means an injury or illness incurred by a Covered Service member in the line of duty or on active duty in the Armed Forces, National Guard or Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Employer for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period.

The twelve (12) month period shall be determined by using a rolling twelve (12) month period measured forward that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child's birth or placement. If both spouses work for the Employer, they may only take a total of twelve (12) weeks between them during the twelve (12) month period in order to

care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition and a combined twenty-six (26) weeks in a single twelve (12) month period for military caregiver leave or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee's own illness or for the serious illness of the employee's child.

Notice. When the leave is foreseeable, at least thirty (30) days' advance notice to the Employer, in writing, is required. If thirty (30) days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification. Where leave is taken to care for a family member with a serious health condition or because of the employee's own serious health condition, medical certification is required and periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer. If the second healthcare provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The Employer will also require periodic status reports from employees concerning their intended return date.

Failure to provide requested documentation may result in denial of leave. The Borough may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Borough may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive

more than 100% of salary at any time. An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave.

Coordination with other Leave Policies. The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave. When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The employee and employer shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the employee's health care provider. The Borough may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Employment and Benefits Protection. During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

If paid leave is substituted for unpaid FMLA leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the Employer.

Employees should consult with their Department Head and the Human Resources Manager prior to taking an approved leave. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L. 2011 and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the Borough or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your premium payment is more than thirty (30) days late. With regard to any pension contribution that you may have, you must contact the Human Resources Manager to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from

FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Employer within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as “key employees” (the highest paid 10% of salaried employees at the work site or within a seventy-five (75) mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the Borough. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee’s own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Employer before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The Borough will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Family Temporary Disability. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance (“FLI”) payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

G. New Jersey Family Leave

The Employer provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

Eligible Employees. To be eligible for NJFLA leave, an employee must have worked at least twelve (12) months for the Employer and have worked at least 1,000 hours for the Employer over the previous twelve (12) months.

Qualifying Reasons for Leave. An employee may take NJFLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within twelve (12) months of the birth of the child or the placement of the child.
- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.
- In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or a child placed into foster care with the employee may be consecutive or intermittent and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

Depending on the purpose of the employee's leave, the employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic recertifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the absences will be treated in accordance with the Employer's standard leave of absence.

and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Benefits Protection. During a family leave of absence, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her family leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee decides not to return to work when the family leave of absence ends, the employee may be required to reimburse the Employer for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence, or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

With regard to any pension contributions, the employee must contact the human resources official to make payment arrangements concerning contributions or credits paid toward his/her pension benefits. Employees should consult with the Employer prior to taking an approved leave.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

New Jersey Family Leave Insurance. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee's job is not protected while receiving FLI benefits – unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.

Employees must provide the Employer with advance notice of need for leave, as follows:

- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

H. Leave of Absence Policy

Apart from FMLA/FLA/FLI leave, employees may be granted a personal leave of absence of up to 12 weeks at the sole discretion of the Borough Manager, for a period of time to be determined by the Borough Manager, if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation, personal and sick leave time, regardless of the length of leave requested. In situations where FMLA, and/or FLA is applicable, FMLA/FLA leave must be utilized and exhausted prior to the employee making a request for a personal leave of absence.

The portion of any leave of absence that runs beyond the exhaustion of vacation, personal and sick leave will be without pay or longevity credit. In exceptional circumstances, the Borough Manager may extend a leave of absence beyond the aforementioned 12 week period, if such extension is deemed by the Borough to be in the best interest of the Borough of Red Bank.

An employee who has exhausted his/her paid sick leave, vacation and personal days, and time out of work pursuant to the FMLA and/or FLA may, at the sole discretion of the Borough of Red Bank, be granted an additional unpaid sick leave of absence, during which time health benefits shall continue to be paid by the Borough, with the employee paying his/her share of the benefits. If, at the end of the leave of absence approved by the Borough, the employee is unable to return to work, he/she will be terminated from employment.

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. A personal leave is granted with the understanding that the employee intends to return to work for the Borough of Red Bank. If the employee fails to return within five (5) business days after the expiration of the leave, the employee shall be considered to have resigned.

I. Bereavement Leave Policy

Full-time employees shall be granted up to five (5) working days of bereavement leave with pay for a death in their immediate family or in the immediate family of the employee's spouse. "Immediate family" means spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law, daughter-in-law, or any relative residing in the employee's household.

Employees shall be granted three (3) working days of bereavement leave with pay upon the death of an employee's spouse's aunt, uncle or grandparent.

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death. The Borough may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave and such leave is not cumulative. All requests must be approved by the Department Head. Any additional leave must be approved by the employee's Department Head and charged against vacation, sick, or personal leave.

Procedure. To use bereavement leave:

1. Employees who request bereavement leave must notify their Department Head of their intent to take such leave as soon as possible. Unless impracticable, employees should request bereavement leave in writing.
2. The Department Head or his or her designee shall notify the designated human resources official that an employee is using bereavement leave.
3. Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated unused vacation or sick leave. If an employee has used all of his or her accrued leave time, extended bereavement leave will be considered as a request for a leave of absence without pay.

J. Jury Duty Policy:

An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the employee's regular salary. If an employee is released early from jury duty, he/she shall contact the Department Head to determine whether his/her services are required for the remainder of that day. The employee must submit appropriate documentation from the court to the Human Resources Manager confirming his/her jury duty service prior to receiving his/her next paycheck.

K. Domestic Violence Leave

PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in

accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO) –An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary in the Key Contacts List to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) - A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a

present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Workplace-Related Incidents - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The Employer hereby designates the following employees as the Primary and Secondary Borough Manager (see key contacts policy), to assist employees who are victims of domestic violence.

The designated Primary and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is

mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in this policy.
- E. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, **180 Turning Lives Around, Inc. at 888-264-7273 or the 24 hour hotline at**
- F. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.
- G. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a

separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an

employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The Employer has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:

- A. Designate an HRO with responsibilities pursuant to this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.

- E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Harassment and Discrimination and corresponding policies.
- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

The Human Resources Manager will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

The Human Resources Manager will be responsible for updating this policy at least annually to reflect changes in the organization.

The Human Resources Manager will be responsible for monitoring The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for modifications thereto, to public employers.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective

negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy.

The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

POLICY INQUIRIES & EFFECTIVE DATE

Any questions concerning the interpretation or implementation of this policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. This policy shall be enforceable upon the HRO's completion of training on this policy.

L. Military Leave Policy

The Borough provides military leave in accordance with applicable State and Federal law. In all cases involving military leave, the employee must, as soon as possible, provide his or her Department Head with a certificate verifying the call to military duty prior to beginning the military leave.

Organized Militia. Any permanent or full-time temporary officer or employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the employees' regular vacation or other accrued leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

New Jersey Organized Militia. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

Reinstatement. To be reinstated by the Borough without loss of privileges or seniority, the employee must report for duty with the Employer within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

- Provide the Employer with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Have a creditable military record including completion of all required training and fulltime service and be discharged under honorable conditions.

On return from a military leave of absence, the employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act ("USERRA"). Failure to comply with the requirement enumerated above or as required by law will jeopardize an employee's reemployment rights.

SECTION 5

Compensation & Employee Benefits Policies

The policies within this section cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not address these issues.

A. Payroll and Pay Equity Policy

Salary ranges and/or rates of pay are established by ordinance and/or applicable collective bargaining agreements. Employees are paid semi-monthly on the 15th and last day of each month. If payday date falls on a Saturday, Sunday or holiday, paychecks will be dated and distributed on the last business day preceding the regular issue date. Overtime will be paid in the pay period subsequent to the reporting of the overtime hours. Any questions or discrepancies relating to paychecks should be addressed to the Payroll Supervisor.

The Borough's weekly pay period commences at 12:00 AM on Saturday and ends at 11:59:59 PM the following Friday. Borough employees receive their compensation through direct deposit. Employees must cooperate and provide all required information such as banking information and complete all paperwork to effectuate same. **Employees are reminded of their on-going obligation to make sure to check and promptly report any error in their pay as well as make sure all of their personal information on file with the Borough is up to date.** The Borough provides employees an electronic record (via the Internet through restricted access) establishing all payroll information required by Federal and/or State law.

The Borough is committed to ensuring all employees are fully and properly paid in accordance with the employee's applicable salary in accordance with federal, state and local law.

The Borough of Red Bank will not accept responsibility for any employee's personal finances. The Borough of Red Bank will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

Except as otherwise permitted by law, an employee who is a member of a class protected by federal or state law will not be paid at a lower rate of compensation or provided lesser benefits than an employee outside of that protected class provided both employees perform substantially similar work. Employees must promptly report any claims of pay inequity, improper deductions, docking, withholding or other payroll error (collectively "payroll error") to the Borough Manager and Chief Financial Officer for investigation and resolution. No retaliation shall be permitted for making a report or complaint of a payroll error or pay inequity. In the event of an error in pay, it will be corrected by the next payroll period following that determination unless applicable law requires otherwise, in which case special arrangements may be made.

B. Overtime Compensation Policy

Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative or professional positions are exempt from the overtime provisions of the Act. The Borough Manager or his/her designee shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

All other employees are classified as Non-Exempt and are subject to the overtime provisions of the Act. Non-Exempt Employees work up to forty (40) hours in a week, unless paid overtime is approved. Overtime must be budgeted and approved by the Department Head, the Chief Financial Officer and the Borough Manager. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-Exempt employees approved to work overtime will receive overtime compensation for hours worked in excess of forty (40) hours at one and one-half times (1.5) their regularly scheduled rate in a weekly period. Employees may choose overtime compensation in the form of overtime pay or compensatory time off (91.5 hours for each over-time hour worked). The maximum number of hours that an employee may accrue for future compensatory time off is sixty (60) hours. Once this maximum has been accumulated, all additional hours will be

compensated by overtime pay. Accrued and taken overtime compensatory hours must be noted on the employee's time sheet.

Non-Exempt employees will receive one and one-half hours of overtime compensation for each hour worked in excess of their regularly scheduled hours in a weekly period. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining eligibility for overtime compensation, but sick time and personal time are not.

Employees must make a request to their supervisor at least two days in advance when they want to take compensatory time off. The supervisor will approve the request if the absence does not cause undue hardship to the department.

C. Reimbursements for Out-of-Pocket Expenses

Employees who must use their personal vehicles as a condition of employment are entitled to a vehicle maintenance allowance at a rate to be determined at the adoption of the annual budget. The total annual reimbursement shall in no case exceed the amount appropriated in the current year's departmental budget unless authorized by the Chief Financial Officer.

An employee who has received approval to expend cash for Borough supplies or to attend a meeting/conference on Borough business will be reimbursed for legitimate expenses, provided they are supported by a detailed voucher and appropriate receipts.

Requests for reimbursements shall be submitted to and approved by Department Heads.

D. Educational Benefits, Conference and Seminar Policy

Requests to attend an educational course, conference or seminar must be approved by the Department Head and the Borough Manager. Requests shall be made sufficiently in advance to take advantage of discounts for early registration, and must be submitted to the Department Head at least thirty (30) days before the event. Requests must be in writing, including the conference schedule, registration information and estimated costs. The Department Head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

E. Years of Service Policy

Years of service is defined as uninterrupted full-time employment with the Borough of Red Bank. Employees who leave the Borough in good standing and return will be granted credit for prior service with the Borough upon the completion of five (5) years employment after their return. Permanent part-time employees who become full-time may be granted pro-rated service credit based upon their part-time hours of work as a percentage of full-time hours for that position.

All returning employees shall receive benefits applicable at the time of their return and not based upon when they initially started with the Borough. For example, all returning employees will now contribute towards their health insurance. Employees who retired from the Borough and are subsequently rehired by the Borough in a different position from which they retired are not eligible for service credit for the years of employment prior to said retirement.

F. Seniority Policy

Seniority is defined as an employee's continuous length of service with the Borough, beginning with the employee's latest date of hire.

G. Health Insurance Policy

PLEASE NOTE: FULL DETAILS OF EMPLOYEE'S HEALTH, MEDICAL AND HOSPITALIZATION PLANS CAN BE FOUND IN THE OFFICIAL INSURANCE PLAN DOCUMENTS. IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE INFORMATION IN THE POLICY AND PROCEDURES MANUAL AND THE OFFICIAL DOCUMENTS, THE OFFICIAL DOCUMENTS WILL GOVERN. THE EMPLOYER RESERVES THE RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE OR CHANGE ANY OR ALL SUCH PLANS, IN WHOLE OR IN PART, AT ANY TIME WITH OR WITHOUT NOTICE IN ACCORDANCE WITH APPLICABLE LAW. THE EMPLOYER ALSO RESERVES THE RIGHT TO CHANGE INSURANCE CARRIERS IN ACCORDANCE WITH APPLICABLE LAW.

Employees regularly scheduled to work thirty (30) hours or more per week and their immediate family members are provided medical, hospital, dental and co-pay prescription insurance coverage commencing the first day of the month following the date of hire. The complete benefit plan is on file in the administrative office and a Summary Plan Description will be provided to all eligible employees. All employees hired on or after January 1, 2018, will be enrolled in 3-Tier Health Plan options and Step Therapy/Generic Prescription plans. Benefit plans for eligible non-unionized employees are subject to change at the discretion of the Borough of Red Bank.

All eligible non-Union Employees will contribute at Tier 4 level in 2017, Tier 3 level in 2018 and Tier 2 level in 2019/2020 and thereafter. However, all employee health insurance contributions will comply with the provisions of Chapter 78, P.L. 2011, including the provisions for minimum employee contribution for health benefits as required by State law.

Employees hired after January 1, 2018 shall not be entitled to retiree health benefits.

Health insurance coverage for eligible employees on a leave of absence or who cease Borough of Red Bank employment will terminate at the end of the month in which the leave begins or employment is terminated unless otherwise agreed between the Borough and the employee. Coverage will continue for up to twelve (12) weeks for employees on leave pursuant to the Family and Medical Leave Act and/or Family Leave Act, and up to thirty (30) weeks for employees on Military Leave.

Continuation Coverage. An employee and his/her family, if covered by the Employer's group health care package, shall have the right to temporarily continue their coverage due under the plan, paying the group rate themselves, should they lose coverage due to the death of the enrolled employee or termination for reasons other than gross misconduct on the employee's part, pursuant to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). For additional information, contact the Human Resources Manager.

Eligible employees and their immediate family members are provided medical, hospital, dental and co-pay prescription insurance coverage commencing the first day of the month following the date of hire.

Dependent Defined. The Employer defines "dependents" as used in this policy as it is defined under the Borough's plan carrier. Dependents means an employee's spouse and the employee's unmarried children under the age of twenty-six (26) years who live with the employee in a regular parent-child relationship.

The complete benefit plan is on file in the administrative office and a Summary Plan Description will be provided to all employees. All employees hired on or after January 1, 2018, will be enrolled in 3-Tier Health Plan options and Step Therapy/Generic Prescription plans. Benefit plans for non-unionized employees are subject to change at the discretion of the Borough of Red Bank.

All eligible non-Union Employees will contribute at Tier 4 level in 2017, Tier 3 level in 2018 and Tier 2 level in 2019/2020 and thereafter. However, all employee health insurance contributions will comply with the provisions of Chapter 78, P.L. 2011, including the provisions for minimum employee contribution for health benefits as required by State law.

In accordance with N.J.S.A. 40A:10-23, the Borough will provide paid medical benefits for the retiring employee and spouse for those employees hired prior to January 1, 2018 as follows:

- Retire on a disability pension approved by the Public Employees Retirement System;
- Retire with twenty-five years (25) of service credit in the Public Employees Retirement System with the last twenty (20) consecutive years of employment with the Borough at the time of retirement;
- Upon reaching the age of sixty-two (62) years of age or older with the last twenty (20) years of service credit in the Public Employees Retirement System with the last fifteen (15) years of service with the Borough at the time of retirement;
- If the retiree is eligible for free insurance through other employment, the Borough will not carry him/her. The retiree would be required to sign an affidavit stating

that he/she does not have other coverage. This shall apply to those who retire after January 1, 1982;

- Any other full-time employee may continue on a full contributory basis;
- Part-time employees who have participated in the Borough's Group Health Plan during employment may continue in the plan on a full contributory basis upon retirement.

Failure to complete all necessary paperwork in accordance with the time frames advised by the Employer will result in a delay of coverage. Additionally, failure to enroll dependents or to make other changes or corrections in coverage may jeopardize available benefits. All employees must notify the Employer of any change in status (i.e., marriage, divorce, birth, adoption, death) within the time frame designed by the health benefit plan that would affect any employer-provided health insurance. The Employer reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

H. Retirement Policy

Under State law, all employees must enroll in the New Jersey Public Employees Retirement System or the Police and Fire Fighters Retirement System, as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire. Employees planning to retire should first notify the Department Head in writing. The State retirement plans request six months advance notice to process the application. Anything to do with the employee's pension should be addressed to the Division of Pensions. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Human Resources Manager will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee.

On the last day of work, the employee must return the Employee Identification Card, all keys and equipment and pay any money owed to the Borough. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Upon retirement, employees hired before January 1, 1994 shall be paid for up to 260 days of accumulated unused sick time. Employees hired after January 1, 1994 shall be paid, upon retirement, for half of their total accumulated unused sick time or \$15,000, whichever is less.

Employees hired after January 1, 2018 shall not be entitled to paid accumulated unused sick time retirement benefits.

Upon retirement, employees shall also be paid for any unused accrued vacation time in accordance with the provisions of the Vacation Policy.

A. Policy.

(1) All permanent employees who have not yet attained their 60th birthday will be enrolled in the Public Employees Retirement System Life Insurance Program. This coverage consists of 1 1/2 times their annual salary on a noncontributory basis, and 1 1/2 times their annual salary on a contributory basis, for a total of three times their annual salary. Employees are required to participate in the contributory enrollment plan for a period of one year. After the completion of one year, they may elect to continue or cancel this contributory coverage. Those who have attained age 60 must provide proof of insurability before this coverage can be effective.

(2) For further information, please refer to the Public Employees Retirement System brochure, which fully describes this coverage.

(3) All police officers and fire fighters enrolled in the New Jersey Police and Firemen's Retirement Plan will have life insurance coverage amounting to 3 1/2 times their annual salary on a noncontributory basis.

(4) For further information, please refer to the Police and Firemen's Retirement Plan brochure.

B. Procedure. Enrollment will be completed by the Payroll Supervisor at the time application is completed for membership in the pension plan. Appointed and elected officials are eligible for enrollment immediately upon their appointment to a Borough position.

I. Workplace Democracy Enhancement Act

The Borough of Red Bank shall comply with its duties under the provisions of the Workplace Democracy Enhancement Act and any regulations promulgated thereunder.

SECTION 6

Managerial/Supervisory Procedures

A. Employment Procedure

- **Recruitment:** The Human Resources Manager, will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. When a vacancy occurs, it is the responsibility of the Department Head to notify the Human Resources Manager who will distribute notification of the vacancy to all departments. The Human Resources Manager will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as

wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Borough of Red Bank is an equal opportunity employer.

- **Applications:** All applicants must complete the Borough's employment application, available through the Borough's online application system.. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.
- **Interviews:** The Human Resources Manager and/or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. Reasonable accommodations must be made for disabled applicants provided that the applicant is otherwise qualified to perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Borough.
- **Physical Examinations:** Offers of employment are made subject to the applicant meeting the physical requirements of the specific position sought. The Human Resources Manager shall require prospective employees, prior to employment, to successfully pass a physical examination consistent with the Americans with Disabilities Act, to assure that the person is medically qualified to perform the essential functions of the position without reasonable accommodations to meet the requirements of the position. The Borough Manager may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Borough of Red Bank at the expense of the Borough of Red Bank. All medical records of employees and prospective employees are confidential and are to be maintained by the Human Resources Manager separate from the employee's official personnel file.
- **Job Offers:** The final decision as to hiring will be made, pursuant to Borough Ordinance, by the Borough Manager, after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations pursuant the Americans with Disabilities Act and the New Jersey Law Against Discrimination, as requested by the candidate, provided that the candidate 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 Borough. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance. The letter will state that this offer is contingent upon the candidate passing any required drug/alcohol test and physical examination that may be required for the position.
- **Acceptances and Rejections:** If the first offer is rejected, the Human Resources Manager will decide either to hire another candidate or re-open the position. Once a

candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.

- **Employability Proof:** Within the first three (3) days of employment, all new employees shall be required to fill out an Employment Eligibility Verification Form I-9 and to provide acceptable proof of identity right to work in the United States.
- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during the hiring process must be returned to the Human Resources Manager. Documents related to the successful candidate will be placed in the employee's official personnel file, except medical records, including records of physical examinations, must be maintained in a separate file. All records documents related to other candidates must be retained for at least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

Background Checks and Procedures for Candidates, Employees and Volunteers:

- **Background checks required:** Background checks are required of all candidates, whether for paid or volunteer positions, working directly or indirectly with children/youth/minors, as a condition of the job offer. Background checks will also be administered for each employee or volunteer, that works directly or indirectly with children/youth/minors, every three (3) years.

The Borough will perform or initiate criminal background checks and be the recipient of reports from outside agencies or contractors. These reports shall include, but are not limited, to court records; police department and corrections agency records; registries or watch lists; state criminal record repositories; and the Interstate Identification Index maintained by the FBI. The Borough Manager or his/her designee will discuss potentially disqualifying information received with the employee's or volunteer's Department Head, and a determination that the information is disqualifying shall be made based on whether the disqualification is job-related for the position and is consistent with business necessity. Written information received as a result of a "Request for Criminal History Record Information for a Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (c:47:1a-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (c:47:1a-5, et seq.).

When a disqualification decision has been made as a result of the Borough's "targeted screening process" described below, the Human Resources Manager will inform the candidate or employee, in writing, of any information that would disqualify the person from working with children/youth. If the Borough contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working with children/youth/minors. In addition, the individual shall be advised that he/she has the opportunity to appeal the disqualification, pursuant to the

Appeal Process set forth below, to explain the criminal record and to demonstrate why the exclusion based on the Borough's targeted screening process should not apply to him/her under the circumstances.

- **Conditions Under Which An Employee Will Be Disqualified From Working With Children/Youth:** A candidate, volunteer, or employee may be disqualified from employment in a position that works with children/youth/minors if that person's criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States:

- Homicide (N.J.S.A. 2C:11)
- Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)
- Kidnapping (N.J.S.A. 2C:13)
- Sexual Offenses (N.J.S.A. 2C:14)
- Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
- Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10(a)4)
- Robbery (N.J.S.A. 2C:15)
- Theft (N.J.S.A. 2C:20)

A disqualification from any position will be based only on a conviction for one or more of the above disqualifying crimes and offenses. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

- **Appeal Process:** The Appeals Committee will be comprised of the Police Chief, the Borough Manager and his/her designee.

Once a candidate, employee or volunteer has been notified of a disqualifying conviction, the employee has fourteen (14) calendar days to file a Notice of Appeal with the Borough. Such Notice of Appeal must be sent in writing to the Borough Manager or his/her designee. The Notice of Appeal shall include a Notice of Rehabilitation and/or a Notice that the information is inaccurate or incorrect, pursuant to N.J.A.C. 13:59-1.6.

During the 14-day period listed above, and until the issuance of the decision of the Appeals Committee, an employee will be on a suspension with pay, pending the outcome of the Notice of Appeal.

In making a determination on the appeal, the following information will be considered:

1. The nature and responsibility of the position which the convicted individual would hold, has held, or currently holds, as the case may be.
2. The nature and seriousness of the crime or offense.
3. The circumstances under which the crime or offense occurred.

4. The date of the crime or offense.
5. The age of the individual when the crime or offense was committed.
6. Whether the crime or offense was an isolated or a repeated incident.
7. Any social conditions which may have contributed to the commission of the crime or offense.
8. Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received.
9. Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.

The Borough will issue a written determination on the employee's appeal of their disqualifying conviction, setting forth the reasons for the determination.

B. Open Public Meetings Act Procedure Concerning Personnel Matters

Discussions by the governing body or any public body of the Borough of Red Bank concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee may be held in closed session, unless the affected employee submits a timely request that discussions regarding his/her employment be conducted in a public session. Ultimately, the guidance as to notification of employees and the right to have the discussion in executive or the open session should be discussed with and be based upon the guidance and advice of the Legal Counsel for the Borough and recent court decisions.

C. Processing and Orientation of New Employees Procedure

All new full-time and part-time employees will be scheduled to meet with the Department Head, and Human Resources Manager within their first week of employment for a general orientation. Copies of all forms and acknowledgements must be returned to the Human Resources Manager for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Personnel Policies and Procedures Manual and acknowledgement of receipt;

- The Employee Complaint Policy letter and acknowledgement;
- A safety orientation and acknowledgement; and
- Arrangements for the new employee to complete required PEOSHA safety training.

D. Initial Employment Period Procedure

Except where State requirements or contracts direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to an initial employment period of ninety (90) working days. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor. At the end of the initial employment period, the supervisor will conduct an employee evaluation. New employees may be discharged at any time during this period without recourse to any grievance procedures or rights to appeal, if the Borough Manager concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Borough Manager may extend the initial employment period. Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of their initial employment period.

Nothing in the procedure set forth in this section shall alter the Borough's employment at will policy.

E. Personnel Policies and Procedure Manual

Copies of this Personnel Policies and Procedures Manual will be distributed (in lieu of an Employee Handbook) to all employees and elected officials of the Borough. Employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The Manual will be revised and re-distributed whenever there is a significant change in personnel practice or at the Borough's discretion.

F. Personnel File Procedure

The official personnel files shall be maintained by the Human Resources Manager and employee medical information will be maintained in a separate file. At least annually, the Human Resources Manager will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary. Employees are responsible to notify the Human Resources Manager of any changes in vital information.

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 Personnel Policies and Procedures Manual;
- 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.;
- Educational transcripts; and
- Any other pertinent information.

G. Requests for Employment Verification and Reference Procedure

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Human Resources Manager. No employee may issue a reference letter without the permission of the Human Resources Manager or. Under no circumstances should any information be released over the phone.

In response to a request for information, the Human Resources Manager will only verify an employee's name, dates of employment, job title, department and final salary. No other data or information will be furnished unless; (1) the Borough of Red Bank is required to release the information by law, or (2) the employee or former employee authorizes the Borough of Red Bank in writing to furnish this information and releases the Borough of Red Bank from liability.

H. Continuing Education Procedure

The Human Resources Manager will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel.

The Borough of Red Bank will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as Borough of Red Bank employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

APPENDIX A

KEY CONTACTS LIST

December 2025

Except as otherwise noted, the individuals identified below can be contacted at the following address:

Borough of Red Bank Municipal Building
90 Monmouth Street
Red Bank, NJ 07701

Borough Manager: James Gant 732-530-2777 x449	Primary DER Sheri Gumina, HR Manager 732-530-2777 x0453
Human Resources Manager: Sheri Gumina 732-530-2777 x453	Alternate DER Terrence Walton, Director of Public Utilities 732-530-2770
Affirmative Action Officer Sheri Gumina, HR Manager 732-530-2777 (Office)	Payroll Supervisor: Jennifer Diodato 732-530-2777 x452
Affirmative Action Officer James Gant, Borough Manager 732-530-2777 x449	
Primary HRO Sheri Gumina 732-530-2777 x453	
Secondary HRO James Gant, Borough Manager 732-530-2777 x449	

APPENDIX B

Model Forms

- Notice of Personnel Discussion
- Employee Letter Concerning Employee Complaint Procedure
- Employee Complaint Form
- Voluntary Affirmative Action Information Form
- Sample Notices Conscientious Employee Protection Act (CEPA) “Whistleblower Act”
- FMLA/FLA Request for Family and Medical Leave (Self or Family Member)
- FMLA/FLA Certification of Health Care Provider Forms (Self or Family Member)
- Bring Your Own Device Agreement
- Receipt of Social Media Policy Form
- Social Media Policy Terms of Disclosure
- Acknowledgement of Receipt of Personnel Policies and Procedures Manual
- Acknowledgement of Receipt of Drugs and Alcohol Policy

NOTE: Forms provided herein may be revised from time to time and the Borough reserves the right to utilize updated current versions of these forms and shall make such updated forms available to all employees.

Borough of Red Bank

NOTICE OF PERSONNEL DISCUSSION

Certified and regular mail

To: _____

Address: _____

This letter serves as notice to you that the terms and conditions of your employment with The Borough of Red Bank will be discussed at the regularly scheduled meeting of the Borough Council.

Date of Meeting(s): _____

Time: _____

Location: _____

The discussion will be in closed session, not open to the public, unless at least 24 hours before the meeting the Borough Clerk receives a request, in writing, in which you request that the discussion be held in public. If the discussion will affect other employees or potential employees, it may be closed to the public unless all such affected persons submit such signed requests. You are not required to attend this meeting. If you have any questions about this matter, please contact me.

Notice Date: _____ Signed: _____ (title) _____

Borough of Red Bank Employee Complaint Procedure

The Borough of Red Bank has a “no tolerance” policy towards workplace wrongdoing. Under Federal and State law, you have a right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that you perceive to be improper, including harassment of any kind, violence or threat of violence, retaliation, wrongful termination, breach of an employment agreement, failure to promote, wrongful demotion, violation of any employment protection law or regulation, discrimination of any nature, misrepresentation, defamation, or any other statements, acts, or behaviors that violate employment rights.

You also have the right to:

Disclose to a supervisor, Department Head, Human Resources Manager, the Borough Manager, or to member of the governing body or to a public body, as defined in the Employment Protection Act (N.J.S.A. 34:19) an activity, policy or practice that you reasonably believe is in violation of a law, a rule or regulation promulgated pursuant to law; or

Provide information to, or testify 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

Object to or refuse to participate in any activity, policy, or practice that you reasonably believe is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear mandate of public policy concerning the public health, safety, or welfare; or

Participate in political activities or join political organizations, as long as you do so on your own time and maintain a clear separation between your official responsibilities and your political affiliations.

Immediately report any wrongdoing to your supervisor, or, if you prefer your Department Head, Human Resources Manager, or the Borough Manager. No retaliatory measures will be taken against any employee who, in good faith, complains of wrongdoing or harassment. To the maximum extent feasible, the confidentiality of all such complaints will be maintained on a need-to-know basis. However, investigation of such complaints may require disclosure to the accused party and other witnesses in order to gather pertinent facts.

I, hereby acknowledge receipt of a copy of this letter.

Name _____

Date _____

Signature _____

The original signed copy of this letter must be filed in the employee’s personnel folder

Borough of Red Bank Employee Complaint Form

Date _____

Attach additional sheets if necessary to fully complete all questions

NAME: _____ DEPARTMENT: _____

TITLE: _____ SUPERVISOR: _____

Time period covered by this complaint: _____

Individuals who allegedly committed the acts being complained of:

Describe the nature and dates of the acts allegedly committed by each individual:

Identify all persons with knowledge of the complained conduct:

Are there any documents or other evidence that supports the occurrences described above?

If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy for this complaint?

ACKNOWLEDGMENT

The information provided above is true and correct to the best of my knowledge.

BY: _____ DATE: _____

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: _____ DATE: _____

Voluntary Affirmative Action Information

You are not required to provide this information. Provide only if you wish.

If you provide information on this page, it will be filed separately from the job application. This information will be used only for purposes of the affirmative action program

Applicant Information:

Name: _____

Address: _____

City/town: _____

Phone: () _____

Position Applied For: _____

How did you learn about this position? ☐ Advertisement ☐ Employment Agency
☐ Friend ☐ Relative ☐ Walk-in ☐ Other (Explain) _____

Information Regarding Status:

Gender:

☐ Male

☐ Female

Equal Employment Opportunity identification groups:

☐ White

☐ African-American (non-Hispanic)

☐ Hispanic

☐ American Indian/Alaskan native

☐ Asian/Pacific Islander

☐ Other _____

For Borough of Red Bank use only

Hired: ☐ Yes ☐ No Position _____ Date _____

Which EEO job classification best describes the position for which the applicant applied?

1. Officials and Managers

4. Sales workers

7. Operators(semi-skilled)

2. Professionals

5. Office and clerical workers

8. Laborers (unskilled)

3. Technicians

6. Craft workers (skilled)

9. Service workers

Borough of Red Bank Official _____

Date _____

Conscientious Employee Protection Act “Whistleblower Act”



Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person
to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Sheri Gumina
Address: 90 Monmouth Street
Red Bank, NJ 07701
Telephone Number: 732-530-2777 Ext. 453

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees.
If you need this document in a language other than English or Spanish, please call 609-292-7832.

La Ley de protección al empleado consciente “Ley de protección del denunciante”



Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
 - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
 - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
 - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
 - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
 - (2) es fraudulenta o delictiva; o
 - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

Información del Contacto

Su empleador ha designado a la siguiente persona para
recibir notificaciones de acuerdo al párrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: Sheri Gumina
Dirección: 90 Monmouth Street
Red Bank, NJ 07701
Número de teléfono: 732-530-2777 ext. 453

Este aviso se debe exponer a la vista de todos.

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados.

Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al 609-292-7832.

**Borough of Red Bank
90 MONMOUTH STREET
RED BANK, NEW JERSEY 07701**

FAMILY MEDICAL LEAVE (FMLA/FLA) REQUEST FORM

USE THIS FORM WHEN REQUESTING LEAVE FOR SELF

Date: _____

To: _____

Name: _____

Department: _____

Position: _____

I, _____, would like to request my use of FMLA for
(Print Employee Name)

the following reason:

A. Reason for requesting an extended leave of absence;

☐ Birth of a son or daughter and in order to care for such child

☐ Placement of a child with me for adoption or foster care

Date of birth or placement (if applicable): _____

☐ To care for my child, parent, parent-in-law or spouse, who has a serious health condition

☐ I am unable to perform the functions of my position due to a serious health condition

Date FMLA starts: _____ FMLA Ends: _____

B. If request is for intermittent or reduced leave:

Date(s) _____

Describe adjustment in schedule which would be required:

C. ☐ Physician Certification (Form WH-380-E)

***(THIS FORM MUST BE COMPLETED BY YOUR PHYSICIAN AND ATTACHED FOR
ANY CONTINUANCE OF LEAVE TO BE CONSIDERED)***

Date

Employee signature

**PLEASE BE SURE TO RETURN FORMS TO THE BOROUGH OF RED BANK
90 MONMOUTH ST., RED BANK, NJ 07701
ATTENTION: Human Resources Department**

**Borough of Red Bank
90 MONMOUTH STREET
RED BANK, NEW JERSEY 07701**

FAMILY MEDICAL LEAVE (FMLA/FLA) REQUEST FORM
USE THIS REQUEST FORM WHEN REQUESTING LEAVE FOR FAMILY MEMBER

Date: _____

To:

Name: _____

Department: _____

Position: _____

I, _____, would like to request my use of FMLA for
(Print Employee Name)

the following reason:

A. Reason for requesting an extended leave of absence;

☐ Birth of a son or daughter and in order to care for such child

☐ Placement of a child with me for adoption or foster care

Date of birth or placement (if applicable): _____

☐ To care for my child, parent, parent-in-law or spouse, who has a serious health condition

☐ I am unable to perform the functions of my position due to a serious health condition

Date FMLA starts: _____ FMLA Ends: _____

B. If request is for intermittent or reduced leave:

Date(s) _____

Describe adjustment in schedule which would be required:

C. ☐ Physician Certification (Form WH-380-F)

**(THIS FORM MUST BE COMPLETED BY YOUR FAMILY MEMBER'S PHYSICIAN AND
ATTACHED FOR ANY CONTINUANCE OF LEAVE TO BE CONSIDERED)**

Date

Employee signature

**PLEASE BE SURE TO RETURN FORMS TO THE BOROUGH OF RED BANK
90 MONMOUTH ST., RED BANK, NJ 07701**

ATTENTION: Human Resources Department

Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description ☐ is / ☐ is not attached.

Employee's regular work schedule: _____

Statement of the employee's essential job functions:

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves **inpatient care** or **continuing treatment by a health care provider**. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for **more than** three consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment).

- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s). State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy). for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy). for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be **not able** to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform **one or more** of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care • An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: - o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, - o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care. _____
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

- ☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: **(Check all that apply)**

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs
- ☐ Transportation
- ☐ Physical Care
- ☐ Psychological Comfort
- ☐ Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described:

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work _____ (hours per day) _____ (days per week)

Employee Signature _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient’s serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider’s name: (Print) _____

Health Care Provider’s business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, “incapacity” means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee’s family members, 29 C.F.R. § 1635.3(b).

(1) Patient’s Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer’s, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).
State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy).
for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

(10) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Signature of Health Care Provider _____ Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)

Inpatient Care

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

Continuing Treatment by a Health Care Provider (any one or more of the following)

Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.

Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**BOROUGH OF RED BANK
BRING YOUR OWN DEVICE AGREEMENT**

THIS WILL CERTIFY THAT I, _____, (THE “EMPLOYEE”) HAVE BEEN GIVEN A COPY OF THE BOROUGH OF RED BANK’S BRING YOUR OWN DEVICE POLICY (“BYOD POLICY”) AND THAT I FULLY UNDERSTAND SAID POLICY AND AGREE TO COMPLY WITH ALL TERMS AND REQUIREMENTS SET FORTH THEREIN AND HEREIN. THIS INCLUDES, BUT IS NOT LIMITED TO, MY ACKNOWLEDGEMENT AND CONSENT THAT:

- The Borough has the discretion to determine which employees will be eligible for this privilege and reserves the right to revoke the privilege granted herein if the Employee does not abide by the terms set forth in the Borough’s BYOD Policy and this Agreement.
- The Borough reserves the right, without prior notice to the Employee, to disable or disconnect some or all services related to connection of a personal smart device to the Borough network.
- The Borough maintains the right to exercise and enforce a range of security, privacy, and management controls on Employee’s smart device including, but not limited to the mandatory use of device passwords; timeouts; device and media encryption; geo-location tracking; and, remote or non-remote deletion of Borough applications and data.
- Employees are required to cooperate with the Borough to satisfy legitimate internal or external investigations, or legitimate discovery requests arising out of administrative, civil or criminal proceedings, which could result in the surrendering of the personal smart device assigned to the Employee.
- The Borough maintains the right to monitor or inspect Borough applications and data. In doing so, the Borough could inadvertently access personal information on the personal mobile device. As such, Employee should not have any expectation of privacy related to the use of a smart device connected to the Borough network.
- The Employee has the responsibility to report the loss, theft, or destruction of the Employee’s enrolled personal mobile device to the Borough and to report an upgrade, repair, or trade-ins 48 hours in advance.
- Compliance by the Employee with the BYOD Policy, the Borough “Communication Media Policy”, and this Agreement is a prerequisite to and continuing condition of the Employee’s privilege to connect a personal smart device to the Borough network servers.
- The Employee acknowledges that violation of the BYOD Policy and/or this Agreement may be cause for disciplinary action, up to and including termination.
- The Borough expressly disclaims, and the Employee releases the Borough from all liability for any loss, cost or expense of any nature whatsoever sustained by the Employee in connection with the privilege afforded the Employee under the terms of this Agreement and the Borough expressly reserves the right to delete data or applications from the smart device as set forth in the BYOD Policy or herein.

EMPLOYEE: _____ DATE: _____

WITNESS: _____ DATE: _____

**Borough of Red Bank
Receipt of Social Media Policy**

I, _____, acknowledge that:

A. I received a copy of the Borough of Red Bank's Social Media Policy on _____;
Date

B. I have been given an opportunity to ask questions about said Policy and I have been provided with satisfactory information in response to my questions;

C. I understand the language used in this Policy;

D. I acknowledge that the Borough reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;

E. I acknowledge that I understand this Policy and I agree that I will comply with all of its provisions. If there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head or Human Resources Manager.

F. No supervisor or other representative of the Borough of Red Bank has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or binding contract with Borough of Red Bank for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

G. For employees who are members of the various bargaining units, this does not supersede your respective contracts. It is being distributed to advise you of Borough policies that are not addressed in those agreements.

Date

Signature

Terms of Use Disclosure
(To be posted on all Borough of Red Bank Social Media Sites)

A. Information Disclaimer

- a. By visiting this site, you understand and agree that the Borough of Red Bank government site is provided "AS IS". Borough of Red Bank government makes every effort to provide accurate and complete information on this website. The information contained herein is not official nor in any way shall it be deemed to constitute legal notice where such legal notice is required by law. The information contained in this site is provided as a service and convenience to people needing information about the Borough of Red Bank government. Portions of the information on this site may be incorrect or not current. Borough of Red Bank government, its officers, employees or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials.

B. Linking Policy

- a. The Borough of Red Bank government site contains links to outside websites. These websites are not owned, operated, controlled or reviewed by the Borough of Red Bank government. These links are provided solely as a courtesy and convenience to you, the visitor.

The Borough of Red Bank government, its officers or employees, exercise no control over the organizations, views, accuracy, copyright or trademark, compliance or the legality of the material contained in these outside websites. The Borough of Red Bank government, its officers or employees, do not sponsor, endorse, or approve the information, content, proceeds, materials, opinions or services contained on such outside websites. The visitor proceeds to these outside websites at his/her own risk. The Borough of Red Bank government specifically disclaims any and all liability from damages, which may result from the accessing of a third-party site, which is linked to the Borough of Red Bank government website or from reliance upon only such information.

C. Endorsement Disclaimer

- a. Reference in this website to any specific commercial products, processes, or services, or the use of any trade firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by the Borough of Red Bank government or its officers, employees or agents.

D. Copyright and Trademark Limitations

- a. Borough of Red Bank government makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of such material may be subject to copyright or trademark laws.

E. Use of Material from this site

- a. The Borough of Red Bank government has made the informational content posted on these pages available to the public and anyone may view, copy or distribute Borough of Red Bank government information found here without obligation to the Borough of Red Bank government for non-commercial, personal use only, unless otherwise stated on particular material or information to which a restriction on free use may apply.
- b. The design of this site, original graphics, and original creations are all copyrighted by the Borough of Red Bank and may not be re-engineered, distributed, modified, transmitted, re-used, reposted, or duplicated without the express written permission of the Borough of Red Bank in each instance. All requests to use any part of the original design, code or graphics of this site should be made via e-mail to the Borough Manager.

F. Unauthorized Modifications

- a. Unauthorized attempts to modify or otherwise alter any information or image stored on any Borough of Red Bank government website may result in criminal prosecution.

Acknowledgement of Receipt of Personnel Policies and Procedures Manual

I acknowledge that I have received a copy of the Borough's Personnel Policies and Procedures Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my Department Head or Human Resources Manager.

I understand that the Borough is an "at will" employer and consistent with applicable Federal and State law (as well as applicable bargaining unit agreements), employment with the Borough is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the Borough has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this manual states the Borough's personnel policies in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with the Borough for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Human Resources Manager.

Print Name

Signature

Date

Acknowledgement of Receipt of Drugs and Alcohol Policy

**THIS WILL CERTIFY THAT I, _____ HAVE
BEEN GIVEN A COPY OF THE BOROUGH OF RED BANK'S POLICY ADDRESSING
ALCOHOL AND DRUGS IN THE WORKPLACE AND THAT I FULLY UNDERSTAND
SAID POLICY AND AGREE TO COMPLY WITH ALL TERMS AND
REQUIREMENTS SET FORTH HEREIN.**

EMPLOYEE: _____

DATE: _____

WITNESS: _____

DATE: _____

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-254

**RESOLUTION AUTHORIZING FINANCIAL AGREEMENT
BETWEEN HABCORE, INC. AND THE BOROUGH**

WHEREAS, Habcore, Inc. is the owner of certain properties dedicated to charitable and non-profit activities within the Borough of Red Bank (the “Borough”); and

WHEREAS, Habcore, Inc. is exempt from local property taxes under N.J.S.A. 54:4-3.6 because it meets the statutory requirements for tax exempt status; and

WHEREAS, Habcore, Inc., in recognition of its receipt of municipal services, has agreed make certain voluntary contribution payments to the Borough in lieu of the payment of property taxes; and

WHEREAS, the Borough and Habcore, Inc. wish to memorialize the terms and conditions of these voluntary payments in a Financial Agreement in the form attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Council of the Borough of Red Bank as follows:

1. The Borough is authorized to enter into the Financial Agreement, which is attached hereto as Exhibit A, with Habcore, Inc.
2. The Borough Manager is authorized to execute the Financial Agreement.
3. That a certified copy of this resolution shall be provided to the Borough Manager, Borough CFO, Borough Tax Collector, and Habcore, Inc.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 25-255

**RESOLUTION APPROVING NJDEP DEED NOTICE TO FACILITATE
IMPROVEMENTS BY JERSEY CENTRAL POWER & LIGHT COMPANY ON THE
BOROUGH'S BODMAN PLACE PUMPING STATION PROPERTY, ALSO KNOWN
AS BLOCK 3, LOT 1.02**

WHEREAS, the Borough of Red Bank (the "Borough") is the owner of certain lands utilized as a pumping station, known as Block 3, Lot 1.02 on the Borough's Official Tax Map; and

WHEREAS, in connection with certain improvements being constructed by Jersey Central Power & Light Company ("JCP&L") across and upon the Borough's aforesaid property, JCP&L requires the execution of a Deed Notice by the Borough to comply with NJDEP regulations as to certain contaminated and regulated portions of the Borough's aforesaid property; and

WHEREAS, JCP&L has presented the Borough with a proposed Deed Notice, which is attached hereto as Exhibit A, and which the Borough finds to be acceptable; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Red Bank that the Borough Manager is hereby authorized to execute the Deed Notice, which is attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that a certified copy of this resolution, together with the executed Deed Notice, shall be provided to the Borough Engineer and JCP&L.

Exhibit A

Return Address:
Heidi S. Minuskin, Esq.
Schenck, Price, Smith & King, LLP
220 Park Avenue
P.O. Box 991
Florham Park, New Jersey 07932

Instrument Number

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE
RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN
REAL PROPERTY.

Prepared by: _____
[Signature]

Heidi S. Minuskin, Esq., Schenck, Price, Smith & King, LLP

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the ____ day of ____, ____, by the Borough of Red Bank, 90 Monmouth Street, Red Bank, NJ 07701 (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. The Borough of Red Bank, 90 Monmouth Street, Red Bank, NJ 07701 is the owner in fee simple of certain real property designated as Block 3 Lot 1.02, on the tax map of the Borough of Red Bank, Monmouth County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is G000005531; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. Steven Ueland, LSRP License No. 573985, has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. Jersey Central Power & Light Company has remediated contaminated soil at the Property, such that soil contamination remains at certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property. Such soil contamination is described, including the type, concentration and specific location of such contamination, and the existing engineering controls on the site are described, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessors, lessees and operators of the Property of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners, lessors, and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within 30 calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner's or subsequent owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessors, lessees and operators while each is an owner, lessor, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners, lessors, and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first retaining a licensed site remediation professional. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. A soil remedial action permit modification is required for any permanent alteration, improvement, or disturbance and the owner, lessor, lessee or operator shall submit the following within 30 days after the occurrence of the permanent alteration, improvement, or disturbance:

(A) A Remedial Action Workplan or Linear Construction Project notification and Final Report Form, whichever is applicable;

(B) A Remedial Action Report and Termination of Deed Notice Form; and

(C) A revised recorded Deed Notice with revised Exhibits, and Remedial Action Permit Modification or Remedial Action Permit Termination form and Remedial Action Report.

iv. No owner, lessor, lessee or operator shall be required to obtain a Remedial Action Permit Modification for any temporary alteration, improvement, or disturbance, provided that the site is restored to the condition described in the Exhibits to this Deed Notice, and the owner, lessee, or operator complies with the following:

(A) Restores any disturbance of an engineering control to pre-disturbance conditions within 60 calendar days after the initiation of the alteration, improvement or disturbance;

(B) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(C) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(D) Describes, in the next biennial certification the nature of the temporary alteration, improvement, or disturbance, the dates and duration of the temporary alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the temporary alteration, improvement, or disturbance, the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or an immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible; and

vii. Submits to the Department of Environmental Protection within 60 calendar days after completion of the restoration of the engineering control, a report including: (a) the nature and likely cause of the emergency; (b) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (c) the measures completed or implemented to restore the engineering control; and (d) any changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon recording a Department-approved Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the Clerk of Monmouth County, New Jersey, expressly terminating this Deed Notice.

ii. Within 30 calendar days after recording a Department-approved Termination of Deed Notice, the owner of the property should apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessors, lessees, and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessors, lessees, and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners, lessors, and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map -- A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and all upland sediment sample locations within the restricted areas that exceed any soil standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table;
and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size in square feet of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;
and

(C) The objective of the restrictions.

ii. Exhibit C-2: Soil and gravel cover: Exhibit C-2 includes a narrative description of the soil and gravel cover as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

iii. Exhibit C-3: Asphalt and concrete cap: Exhibit C-3 includes a narrative description of the asphalt and concrete cap as follows:

- (A) Description of the engineering control;
- (B) The objective of the engineering control; and
- (C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

BOROUGH OF RED BANK

ATTEST:

[Signature]

[Print name below signature]

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MONMOUTH)

I certify that on _____, 20__, [Name of Owner] personally came before me, and this person acknowledged under oath, to my satisfaction, that this person [or if more than one person, each person]

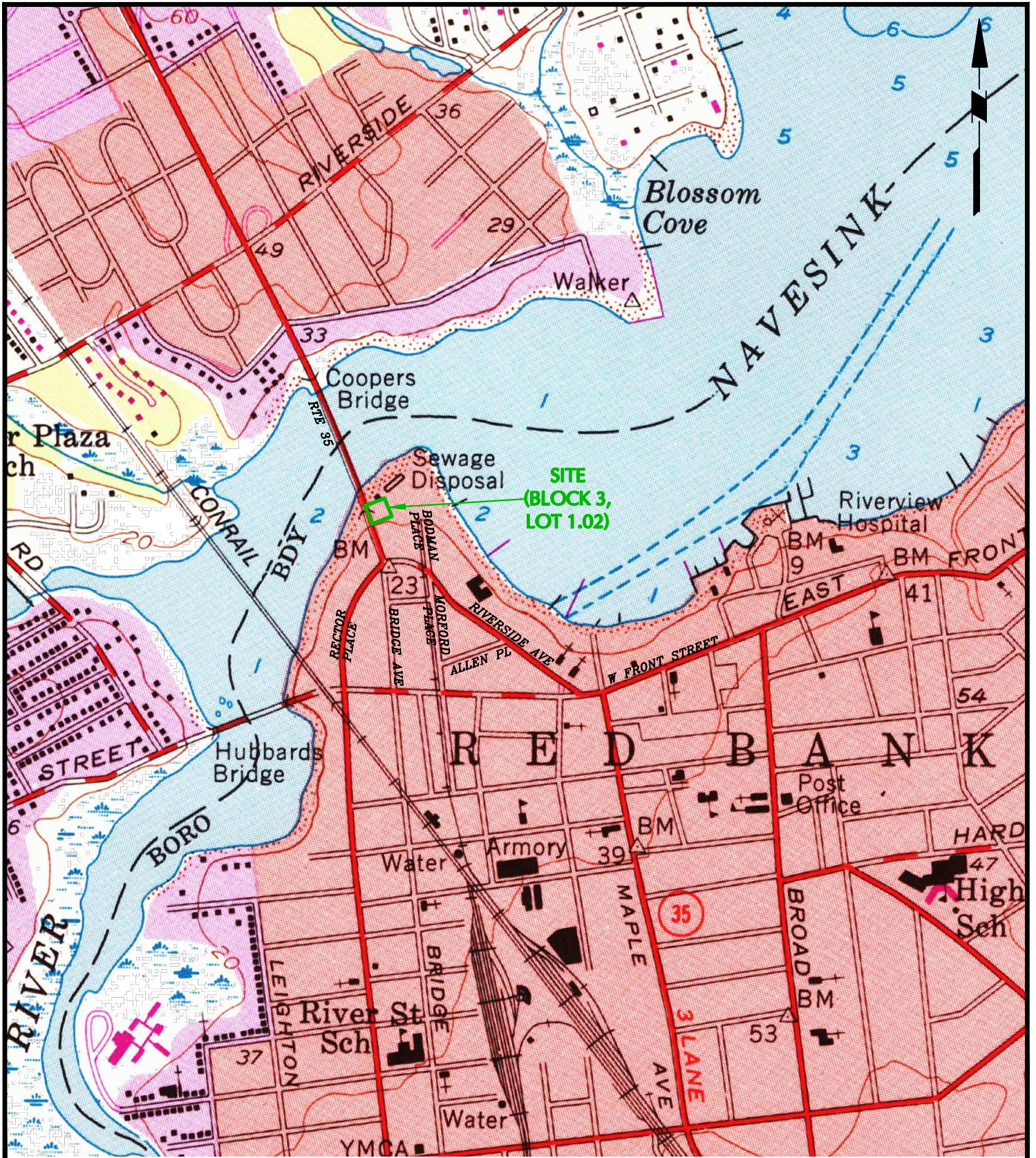
- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

_____, Notary Public
[Print Name and Title]

EXHIBIT A

EXHIBIT A-1

Vicinity Map



REFERENCE: LONG BRANCH, NJ USGS QUADRANGLE MAP (1954, PHOTOREVISED 1981)

LANGAN

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Collectively known as Langan

RED BANK FORMER MGP SITE PI NO. G000005531, CASE NO. 48298 DEED NOTICE FOR BLOCK 3, LOT 1.02 VICINITY MAP RED BANK BOROUGH

MONMOUTH COUNTY

NEW JERSEY

Project No.

Date

Scale

Exhibit No.

200013001

12/5/2024

1" = 3,000'

A-1

Filename: \\langan.com\data\DT\dt\200013001\Cadd Data - 200013001\Draw\2023 Deed Notice\Exhibit A-1 (Vicinity Map) - (Deed Notice).dwg Date: 12/5/2024 Time: 9:11 User: gbrard Style Table: Langan.etb Layout: A Size Sheet (Bottom)

EXHIBIT A-2

Metes and Bounds Description

21 October 2025
200013001

**WRITTEN DESCRIPTION
BLOCK 3 LOT 1.02
BOROUGH OF RED BANK
MONMOUTH COUNTY, NEW JERSEY**

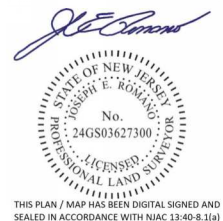
All that certain lot or piece of ground, situated in the Borough of Red Bank, Monmouth County, New Jersey, being shown on a plan entitled Boundary and Topographic Survey, JCP&L Red Bank Former MGP Site, prepared by Langan Engineering and Environmental Service, Inc., dated 12-20-2024 and being more particularly bounded and described as follows;

Beginning at a point on the easterly right of way of Route 35 and southwesterly line of Block 3, Lot 1.01, lands now or formerly of Coastal Building, LLC and extending; thence,

- 1) Along the southwesterly line of said Block 3, Lot 1.01, North 68°25'27" East, a distance of 21.87 feet; thence
- 2) Along the same, North 53°07'25" East, a distance of 65.97 feet; thence,
- 3) Along the westerly line Block 3 Lot 2.01, lands now or formerly of 176 Riverside, LLC SAF, South 26°40'13" East, a distance of 94.09 feet; thence,
- 4) Along the northerly line of the same, South 68°25'27" West, a distance of 93.36 feet; thence,
- 5) Along northeasterly right-of-way line of NJ Route 35, North 21°57'13" West, a distance of 76.31 feet to the Point of Beginning.

Containing 7,450 square feet or 0.171 acres, more or less.

Digitally signed by
Joseph E Romano
Date: 2025.11.21
11:29:07-05'00'



Joseph E. Romano
Professional Land Surveyor
NJ PLS Lic. No. GS2400036273

NJ Certificate of Authorization No: 24GA27996400

\\langan.com\data\DT\data0\200013001\Survey Data - 200013001\Office Data\Descriptions\Block 3 Lot 1.02.doc

EXHIBIT A-3

Property Map

NAVESINK RIVER

COASTAL BUILDING
151 BODMAN PLACE

BLOCK 3 LOT 1.01
COASTAL BUILDING, LLC

BLOCK 3 LOT 2.01
RIVERSIDE, LLC SAF

STATE
ROUTE
35

BLOCK 3 LOT 1.02
BOROUGH OF RED BANK

BLOCK 3 LOT 7.01
RIVERSIDE, LLC SAF

BLOCK 3 LOT
4.01

BLOCK 1
LOT 1

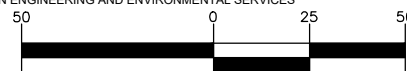
PROPERTY LINE

LEGEND

- MONITORING WELL
- SHRUB/TREE
- TOPOGRAPHIC GROUND SURFACE ELEVATION CONTOUR RELATIVE TO NAVD88
- PROPERTY LINE
- RIGHT OF WAY LINE
- MONITORING WELL MW-11° MONITORING WELL MW-11 WAS INSTALLED BENEATH THE ROUTE 35 BRIDGE

SOURCE:

- DRAWING TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY," DATED 12/20/2024, PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES



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Langan Engineering and Environmental Services, LLC
Langan International LLC

Collectively known as Langan

RED BANK FORMER MGP SITE
PI NO. G000005531, CASE NO. 48298
DEED NOTICE FOR BLOCK 3, LOT 1.02
PROPERTY MAP
RED BANK BOROUGH

MONMOUTH COUNTY

NEW JERSEY

Project No.
200013001

Date
12/18/2024

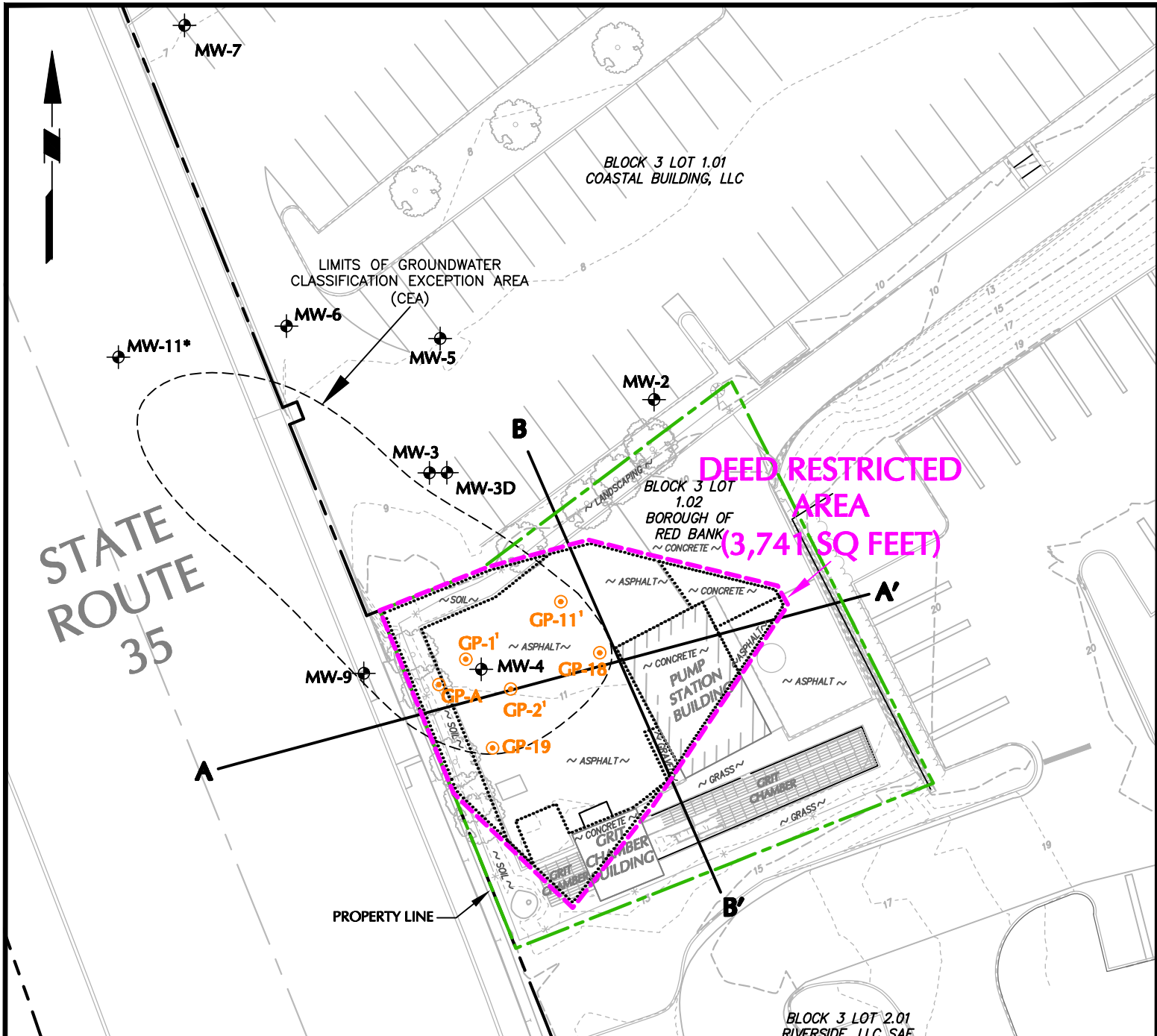
Scale
1" = 50'

Exhibit No.
A-3

EXHIBIT B

EXHIBIT B-1

Restricted Area Map

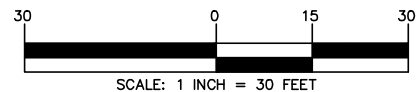


LEGEND:

-  MONITORING WELL
-  MONITORING WELL MW-11 WAS INSTALLED BENEATH THE ROUTE 35 BRIDGE
-  SOIL SAMPLE LOCATION WITH CONSTITUENT CONCENTRATIONS EXCEEDING THE NJDEP SRS
-  BORING LOCATION WHERE NON-AQUEOUS PHASE LIQUID (COAL TAR) WAS OBSERVED - NON-AQUEOUS PHASE LIQUID WILL BE ADDRESSED BY A TECHNICAL IMPRACTICABILITY DETERMINATION, AS DISCUSSED WITH NJDEP ON SEPTEMBER 21, 2021 AND SEPTEMBER 1, 2022.
-  LIMITS OF ENGINEERING CONTROLS
-  GROUND SURFACE ELEVATION CONTOURS (REFERENCED TO NAVD88)
-  PROPERTY LINE
-  FENCE LINE
-  RIGHT OF WAY LINE
-  CROSS SECTION LOCATION
-  NJDEP SRS
-  NJDEP SOIL REMEDIATION STANDARDS (MAY 2021)

SOURCE:

1. DRAWING TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY", DATED 12/20/2024, PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES



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RED BANK FORMER MGP SITE
PI NO. G000005531, CASE NO. 48298
DEED NOTICE FOR BLOCK 3, LOT 1.02
RESTRICTED AREA MAP
RED BANK BOROUGH

MONMOUTH COUNTY

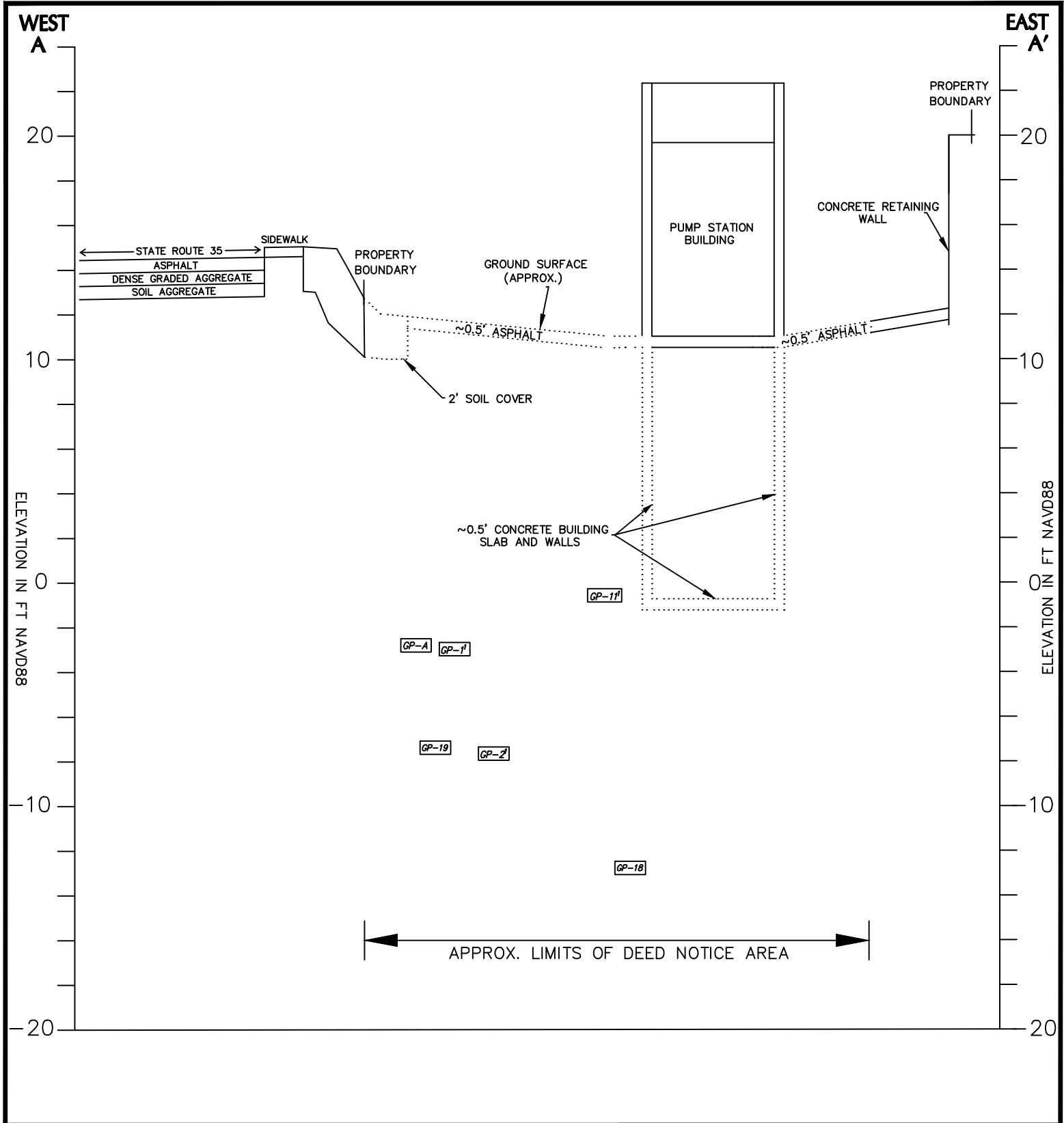
NEW JERSEY

Project No.
200013001

Date
12/17/2024

Scale
1" = 30'

Exhibit No.
B-1



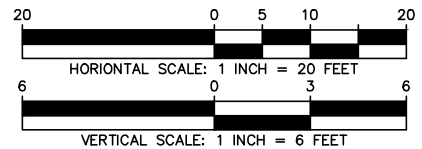
LEGEND:

FT NAVD88 FEET RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988

..... LIMITS OF ENGINEERING CONTROL

SOIL SAMPLE DEPTH INTERVAL WHERE NAPL AND/OR EXCEEDANCES OF NJDEP REMEDIATION STANDARDS WERE OBSERVED (TYP)

BORING LOCATION WHERE NON-AQUEOUS PHASE LIQUID (COAL TAR) WAS OBSERVED - NON-AQUEOUS PHASE LIQUID WILL BE ADDRESSED BY A TECHNICAL IMPRACTICABILITY DETERMINATION, AS DISCUSSED WITH NJDEP ON SEPTEMBER 21, 2021 AND SEPTEMBER 1, 2022.



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RED BANK FORMER MGP SITE
PI NO. G000005531, CASE NO. 48298
DEED NOTICE FOR BLOCK 3, LOT 1.02
CROSS SECTIONS A-A' (RESTRICTED AREA)
RED BANK BOROUGH

MONMOUTH COUNTY

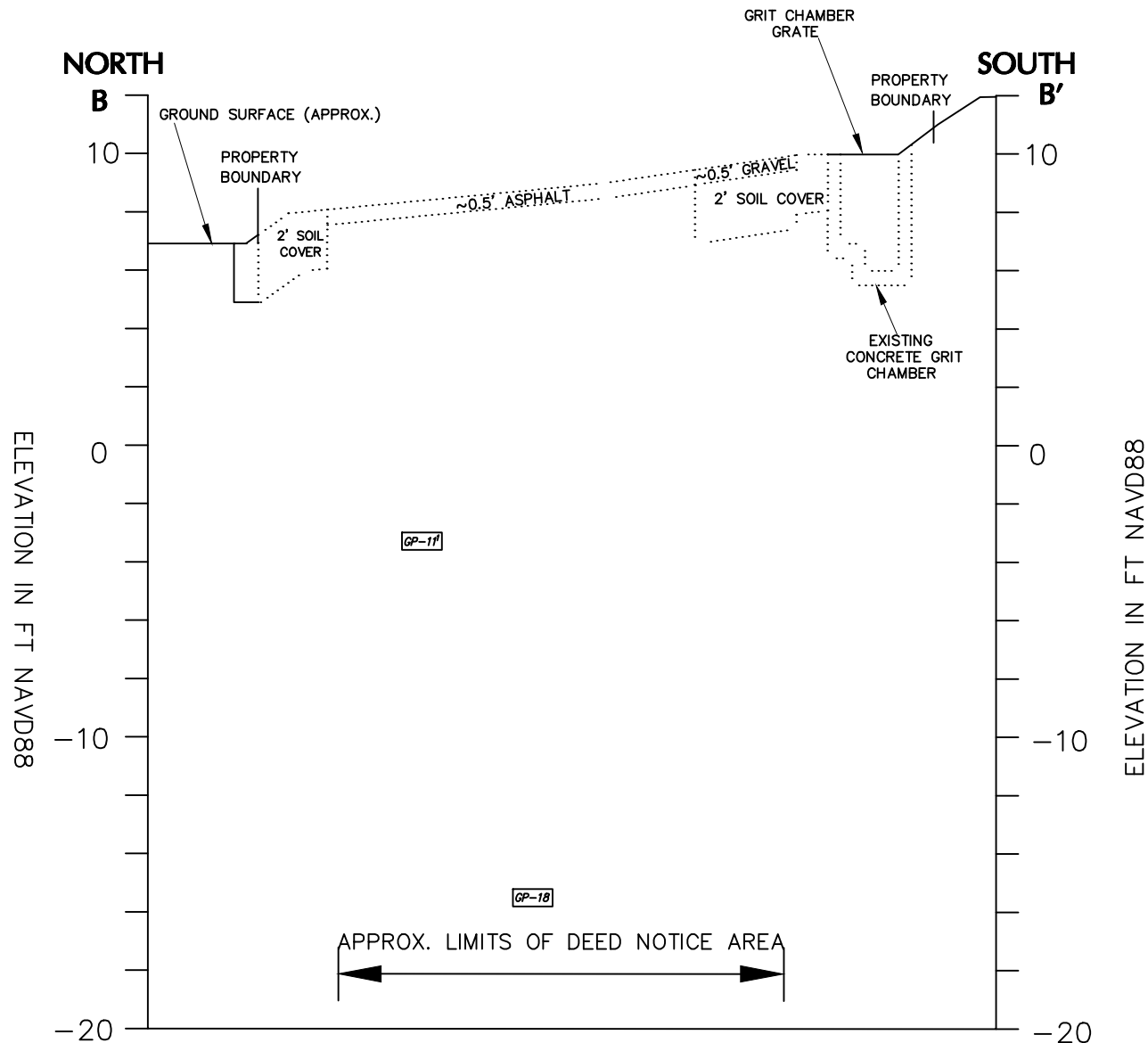
NEW JERSEY

Project No.
200013001

Date
12/17/2024

Scale
1" = 20'

Exhibit No.
B-1



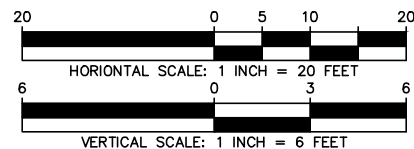
LEGEND:

FT NAVD88 FEET RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988

..... LIMITS OF ENGINEERING CONTROL

SOIL SAMPLE DEPTH INTERVAL WHERE NAPL AND/OR EXCEEDANCES OF NJDEP REMEDIATION STANDARDS WERE OBSERVED

BORING LOCATION WHERE NON-AQUEOUS PHASE LIQUID (COAL TAR) WAS OBSERVED - NON-AQUEOUS PHASE LIQUID WILL BE ADDRESSED BY A TECHNICAL IMPRACTICABILITY DETERMINATION, AS DISCUSSED WITH NJDEP ON SEPTEMBER 21, 2021 AND SEPTEMBER 1, 2022.



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RED BANK FORMER MGP SITE
PI NO. G000005531, CASE NO. 48298
DEED NOTICE FOR BLOCK 3, LOT 1.02
CROSS SECTIONS B-B' (RESTRICTED AREA)
RED BANK BOROUGH

MONMOUTH COUNTY

NEW JERSEY

Project No. 200013001	Date 12/17/2024	Scale 1" = 20'	Exhibit No. B-1
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EXHIBIT B-2

Restricted Area Data Table

Exhibit B-2
Restricted Area Data Table
Analytical Results Exceeding NJDEP SRS
Red Bank Former MGP Site

Analyte	CAS Number	NJDEP RSRS	NJDEP NRSRS	Location	GP-A	GP-1 ¹	GP-2 ¹	GP-11 ¹	GP-18	GP-19
				Sample Name	GP-A(14.5-15)	GP-1(14.5-15)	GP-2(19-19.5)	GP-11(11.5-12)	GP-18(23.5-24)	GP-19(19-19.5)
				Sample Depth	14.5-15	14.5-15	19-19.5	11.5-12	23.5-24	19-19.5
				Sample Elevation (ft NAVD88)	-3.2	-3.2	-7.7	-0.5	-12.6	-6.9
Unit				Result	Result	Result	Result	Result	Result	
Volatile Organic Compounds (VOCs)										
Benzene	71-43-2	2.2	11	mg/kg	--	2.34 J	--	--	--	--
Ethylbenzene	100-41-4	10	48	mg/kg	18.6	126	143	--	--	--
Semi-Volatile Organic Compounds (SVOCs)										
2-Methylnaphthalene	91-57-6	240	3,300	mg/kg	--	413	--	--	--	--
Benzo(a)anthracene	56-55-3	5.1	23	mg/kg	--	239	90.2	--	--	--
Benzo(a)pyrene	50-32-8	0.51	2.3	mg/kg	1.06	126	57.2	--	1.2	1.73
Benzo(b)fluoranthene	205-99-2	5.1	23	mg/kg	--	142	62.6	--	--	--
Dibenz(a,h)anthracene	53-70-3	0.51	2.3	mg/kg	--	18.5	8.28	--	--	--
Indeno(1,2,3-cd)pyrene	193-39-5	5.1	23	mg/kg	--	35.3	16.7	--	--	--
Naphthalene	91-20-3	5.7	27	mg/kg	9.32	837	282	6.37	--	--

Notes:

Results compared to Most Stringent NJDEP SRS - Ingestion/Dermal and Inhalation Exposure Pathway - Residential/Non-Residential, Adopted May 2021

Soil samples were collected from below the water table, which is encountered at approximately 5 feet to 7 feet below grade.

NJDEP - New Jersey Department of Environmental Protection

SRS - Soil Remediation Standards

RSRS - Residential Soil Remediation Standards

NRSRS - Non-Residential Soil Remediation Standards

NA - Not analyzed

CAS - Chemical Abstract Service

mg/kg - Milligrams per kilogram

ft NAVD88 - Feet Relative to North American Vertical Datum of 1988

-- - Constituent was either not detected or detected at a concentration below the Residential and Non-Residential SRS

¹ - Sample location where Non-Aqueous Phase Liquid (coal tar) was observed - Non-Aqueous Phase Liquid will be addressed by a technical impracticability determination, as discussed with NJDEP on September 21, 2021 and September 1, 2022.

Qualifiers:

J – The analyte was detected at a concentration below the reporting limit and the associated numerical value is the approximate concentration of the analyte in the sample.

Exceedance Summary:

10 - Result exceeds NJDEP RSRS

10 - Result exceeds NJDEP NRSRS

EXHIBIT C

EXHIBIT C-1

Deed Notice as Institutional Control

EXHIBIT C-1
Deed Notice as Institutional Control

This Deed Notice as the institutional control for the Property at Bodman Place, Block 3, Lot 1.02 on the tax map of the Borough of Red Bank, New Jersey, was recorded as part of a remedial action, pursuant to N.J.A.C. 7:26C-7.2. The property was formerly used as a manufactured gas plant (MGP). A detailed description of the Restricted Area where use of this Deed Notice was adopted as an Institutional Control is provided in the following paragraphs.

Former Red Bank MGP Site

Volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) have been detected in soil at concentrations exceeding the New Jersey Department of Environmental Protection (NJDEP) February 3, 2025 Residential and Non-Residential Soil Remediation Standards (SRS) between 11.5 feet and 24 feet below grade. In addition, non-aqueous phase liquid (NAPL) consisting of coal tar was also observed between 11.5 feet and 19.5 feet below grade as shown on Exhibit B-1. The Restricted Area is located on the Borough of Red Bank Sewage Pumping Station property (Block 3 Lot 1.02), which is currently used for non-residential purposes. The estimated size of the Restricted Area is 3,741 sq. ft. (0.086 acre), as shown on Exhibit B-1.

The objective of the Deed Notice is to notify future property owners and operators of the presence of VOCs, SVOCs and NAPL in soils and associated engineering controls present in each area so that appropriate measures can be implemented if the affected area needs to be disturbed. The Restricted Area can be used for residential and non-residential purposes as long as the engineering controls remain in place to prevent direct contact with constituents in soil, as described under Exhibit C-2. The Deed Notice and engineering controls must remain in place for all future uses of the Restricted Area.

EXHIBIT C-2

Soil and Gravel Cover

EXHIBIT C-2
Soil and Gravel Cover as Engineering Control

A soil/gravel cover is present at the Property, as depicted on Exhibit B-1, and will function as an engineering control in the Restricted Area. A description of the soil and gravel cover engineering control is provided as follows.

Description of the Soil and Gravel Cover

A two-foot thick soil cover is present in landscaped areas at the Property and a six-inch thick gravel cover underlain by two feet of soil is present adjacent to the Pump Station Building, as shown on Exhibit B-1. The soil and gravel covers will function to prevent direct contact with volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) and non-aqueous phase liquid (NAPL) in subsurface soils (11.5 to 24 feet below grade). The area of the soil cover is approximately 490 sq. ft (0.01-acre), and the area of the gravel/soil cover is approximately 35 sq. ft (0.0008-acre).

The soil and gravel covers are intended to prevent direct contact with VOCs, SVOCs and NAPL in subsurface soils under a residential or non-residential property use. The property is currently used for non-residential purposes. The engineering control must remain in place and be maintained to ensure its integrity. All current and future Property owners and operators must take all appropriate precautions to prevent alterations and/or disturbances to the engineering control. The soil and gravel cover will be inspected on an annual basis and the Borough of Red Bank notified if repairs are necessary.

EXHIBIT C-3

Asphalt and Concrete Cap

EXHIBIT C-3
Asphalt and Concrete Cap as Engineering Control

An asphalt/concrete cap is present at the Property and will function as an engineering control in the Restricted Area, as depicted on Exhibit B-1. A description of the asphalt and concrete cap engineering control is provided as follows.

Description of the Asphalt and Concrete Caps

An existing asphalt and concrete cap overlays most of the Property and will function as a barrier to prevent direct contact with volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) and non-aqueous phase liquid (NAPL) in subsurface soils. The asphalt and concrete caps are approximately six-inches thick and consist of parking lot pavement and concrete slabs associated with the Grit Chamber building and Pump Station building. The asphalt and concrete caps outside the buildings are approximately 2,566 sq. ft (0.059-acre) in size. The concrete caps associated with the Pump Station and Grit Chamber buildings, including the grit chamber, occupy a combined area of approximately 650 sq. ft (0.015-acre). The locations of the asphalt and concrete caps are shown on the drawing included in Exhibit B-1.

The asphalt and concrete caps are intended to prevent direct contact with VOCs, SVOCs and NAPL in subsurface soils under a residential or non-residential property use. The Property is currently used for non-residential purposes. The engineering control must remain in place and be maintained to ensure its integrity. All current and future Property owners and operators must take all appropriate precautions to prevent alterations and/or disturbances to the engineering control. The asphalt and concrete caps will be inspected on an annual basis and the Borough of Red Bank notified if repairs are required.