

WORKSHOP SESSION

CITY COUNCIL

APRIL 8, 2008

6:00 P.M.

- 1 - MAYOR'S ENERGY COMMITTEE REPORT
- 2 - HISTORICAL PRESERVATION ORDINANCE / COUNCILMAN UNGER
- 3 - EMINENT DOMAIN ORDINANCE / COUNCILMAN UNGER
- 4 - INCREASE OF BEACH FEES / CARL JENNINGS
- 5 - REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

APRIL 8, 2008

ROLL CALL:

DAVID G. BROWN, COUNCILMAN
ANTHONY GIORDANO, COUNCILMAN
BRIAN UNGER, COUNCILMAN
DR. MARY JANE CELLI, COUNCIL VICE PRESIDENT
MICHAEL DESTEFANO, COUNCIL PRESIDENT

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

I HEREBY CERTIFY THAT THIS MEETING HAS BEEN PUBLISHED IN THE NEWSPAPER IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT AND POSTED AS REQUIRED BY LAW.

*Irene A. Joline, RMC
City Clerk*

8:00 P.M. – PLAN ENDORSEMENT ADVISORY COMMITTEE / PUBLIC COMMENTS

READING AND APPROVAL OF PREVIOUS MINUTES:

- 1) MARCH 11, 2008 (HELD OVER FROM 3/25/08 MEETING)
- 2) MARCH 25, 2008

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION

#7-08 AN ORDINANCE VACATING A 10 FOOT RIGHT OF WAY BY FILED MAP 72-2 RUNNING BETWEEN LONG BRANCH AVENUE AND BAY AVENUE (UNIMPROVED) AND VACATING A 10 FOOT RIGHT OF WAY OF EASEMENT BY FILED MAP 72-2 OVER LOT 6.02 IN BLOCK 477 AND VACATION OF 10 FOOT RIGHT OF WAY EASEMENT BE FILED MAP 72-2 OVER LOT 4 IN BLOCK 477 **(INTRODUCED: MARCH 11, 2008)**

ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR APRIL 22, 2008

NONE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R108-08 RESOLUTION 2008 EMERGENCY TEMPORARY
APPROPRIATIONS (HELD OVER FROM 3/25/08)

R112-08 RESOLUTION CREATING A PLAN ENDORSEMENT CITIZEN'S
ADVISORY COMMITTEE (HELD OVER FROM 3/25/08)

R116-08 RESOLUTION AUTHORIZING AUCTION OF ABANDONED
VEHICLES

R117-08 RESOLUTION REAPPOINTING SPECIAL POLICE OFFICERS CLASS
II FOR THE CITY OF LONG BRANCH

R118-08 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II
FOR THE CITY OF LONG BRANCH

R119-08 RESOLUTION REAPPOINTING SPECIAL POLICE OFFICERS CLASS
I FOR THE CITY OF LONG BRANCH

R120-08 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS I
FOR THE CITY OF LONG BRANCH

R121-08 RESOLUTION SUPPORTING MONMOUTH BEACH AS LEAD
AGENCY FOR APPLYING FOR NJDOT LOCAL AID APPLICATION
(RIVERDALE AVENUE)

R122-08 RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE 2008
MONMOUTH COUNTY PREVENTION PLAN

R123-08 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY TO ENTER
INTO A CONTRACT OF SALE FOR THE ACQUISITION OF BLOCK 285,
LOTS 3, 4, 5, AND 6 COMMONLY KNOWN AS 154 BELMONT AVENUE
AND 142 BELMONT AVENUE OWNED BY JAMES KEELAN

R124-08 RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT
(BEATRICE ALEXANDER)

R125-08 RESOLUTION APPROVAL PAYMENT OF BILLS

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR TEMPLE BETH MIRIAM
2. APPROVAL OF A RAFFLE LICENSE FOR MONMOUTH MEDICAL CENTER FOUNDATION
3. APPROVAL OF A RAFFLE LICENSE FOR HOLY TRINITY CHURCH
4. APPROVAL OF TWO RAFFLE LICENSES FOR THE PTSO LONG BRANCH COUNCIL
5. APPROVAL OF A RAFFLE LICENSE FOR THE AMERIGO VESPUCCI CHARITABLE FUND

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

Ordinance No.

7-08

ORDINANCE VACATING A 10 FOOT RIGHT OF WAY BY FILED MAP 72-2 RUNNING BETWEEN LONG BRANCH AVENUE AND BAY AVENUE (UNIMPROVED) AND VACATING A 10 FOOT RIGHT OF WAY OF EASEMENT BY FILED MAP 72-2 OVER LOT 6.02 IN BLOCK 477 AND VACATION OF 10 FOOT RIGHT OF WAY OF EASEMENT BY FILED MAP 72-2 OVER LOT 4 IN BLOCK 477

WHEREAS, a ten (10) foot right of way exists by filed map 72-2 filed September 15, 1905 and;

WHEREAS, by this filing of the same map a ten (10) foot right of way of easement exist from the previously mentioned ten (10) foot right of way over lot 6.02 to Mannahassett Avenue; and

WHEREAS, by the same filed map there exist another ten (10) foot right of way of easement by filed map 72-2 over lot 4 from the ten (10) foot right of way to Beach Avenue; and

WHEREAS, the ten (10) foot right of way from Bay Avenue to Long Branch Avenue was created more than one hundred years ago and;

WHEREAS, the intent was to provide vehicular and pedestrian access from Long Branch Avenue to the water and;

WHEREAS, each property owner and property that exists in the area has experienced action taken to prohibit access to the water as set forth herein; and

WHEREAS, the City engineers have devoted extensive time and resources to the study of the three right of ways; and

WHEREAS, from the engineering studies it has become known that the ten foot right of way from Long Branch Avenue to the water indicates that the right of way may also be used as a drainage easement as well as to be subject to the further easement of the right of entry for pedestrians, vehicles, light air and access; and

WHEREAS, it appears that the primary purpose of the easement was to grant access from Long Branch Avenue to the water and that the use of the right of way as a drainage easement was not the compelling reason by virtue of the filed map and;

WHEREAS, the use of the property by the property owners on both sides of the easement as belied the use of the right of way as an access easement as same has been usurped by the property owners as will be set forth herein; and

WHEREAS the City does not own the easement nor would the City of Long Branch be

able to create any positive drainage for the area if the 10 foot easement was so used; and

WHEREAS, the property owners of lot 6.01 and 6.02, lot 5 and lot 5.01 have already in their land descriptions as set forth on the tax map used the exercise of complete dominion and control over the ten foot right of way filed in map 72.02; and

WHEREAS, the vacation of all rights of way filed by map 72.02 would not change the configuration of the lots 6.01, 6.02, lot 5 and lot 5.01; and

WHEREAS, the same can be said of lot 1.01 and lot 4; and

WHEREAS, lot 4 and lot 6.02 are also encumbered by virtue of a 10 foot right of way of easement for access from Mannahasset Avenue to the 10 foot right of way from Long Branch Avenue to the water; and

WHEREAS, lot 4 is also encumbered by a 10foot right of way of easement by filed map 72 .02 from Beach Avenue until the original 10 foot right of way for access from Long Branch Avenue to the water; and

WHEREAS, the access easement has no value to the municipality; and

WHEREAS, the access easements would not be in the best interest of any of the residents of block 477 and;

WHEREAS, there has been a misconception that the City has control over said easement as a drainage easement and;

WHEREAS the City engineers and the City administration firmly believe that it is in the best interest of the City of Long Branch to vacate the right of ways created by the filed maps 72.02 filed September 15, 1905 in all respects and;

WHEREAS a map description of the properties and the easements are annexed hereto as Exhibit A; and

WHEREAS, an Ariel view of the block is annexed as Exhibit B; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Long Branch that a ten foot right of way created by filed map 72.02 running between Long Branch Avenue and the water as filed September 15, 1905 being the same hereby is vacated; and

BE IT FURTHER ORDAINED that a 10 foot right of way of easement filed by filed map 72.02 filed September 15, 1905 encumbering lot 6.02 running from Mannahasset Avenue to the previously mentioned right of way being the same hereby is vacated and;

BE IT FURTHER ORDAINED that a 10 foot right of way encumbering lot 4 running from Beach Avenue to the 10 foot right of way previously mentioned being the same is hereby

vacated; and

BE IT FURTHER ORDAINED that Exhibit 1 of this ordinance showing the areas to be vacated shall be and remain part of this ordinance; and

That the Ariel and Exhibit B shall be and remain a part of this ordinance;

BE IT FURHER ORDAINED that as a result of the use of the property over the last one hundred years, lots 6.01, lot 6.02, lot 5 and lot 5.02 in block 477 shall remain on the tax map as presently constituted which shall mean that there is no change in the area controlled by the area used by those property owners and taxed by the City of Long Branch to those property owners; and

BE IT FURHTER ORDAINED that lot 1.01, lot 4 and lot 7 being the same hereby are to remain in the same form and size as presently exist and used freely by said property owners as the property owners property goes to the right of way and therefore no change in the tax map needs to be made for those properties as well; and

BE IT FURTHER ORDAINED that a copy of this Ordinance shall be sent to the property owners within Block 477 who are affected by this ordinance upon its introduction.

INTRODUCED: *March 11, 2008*

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

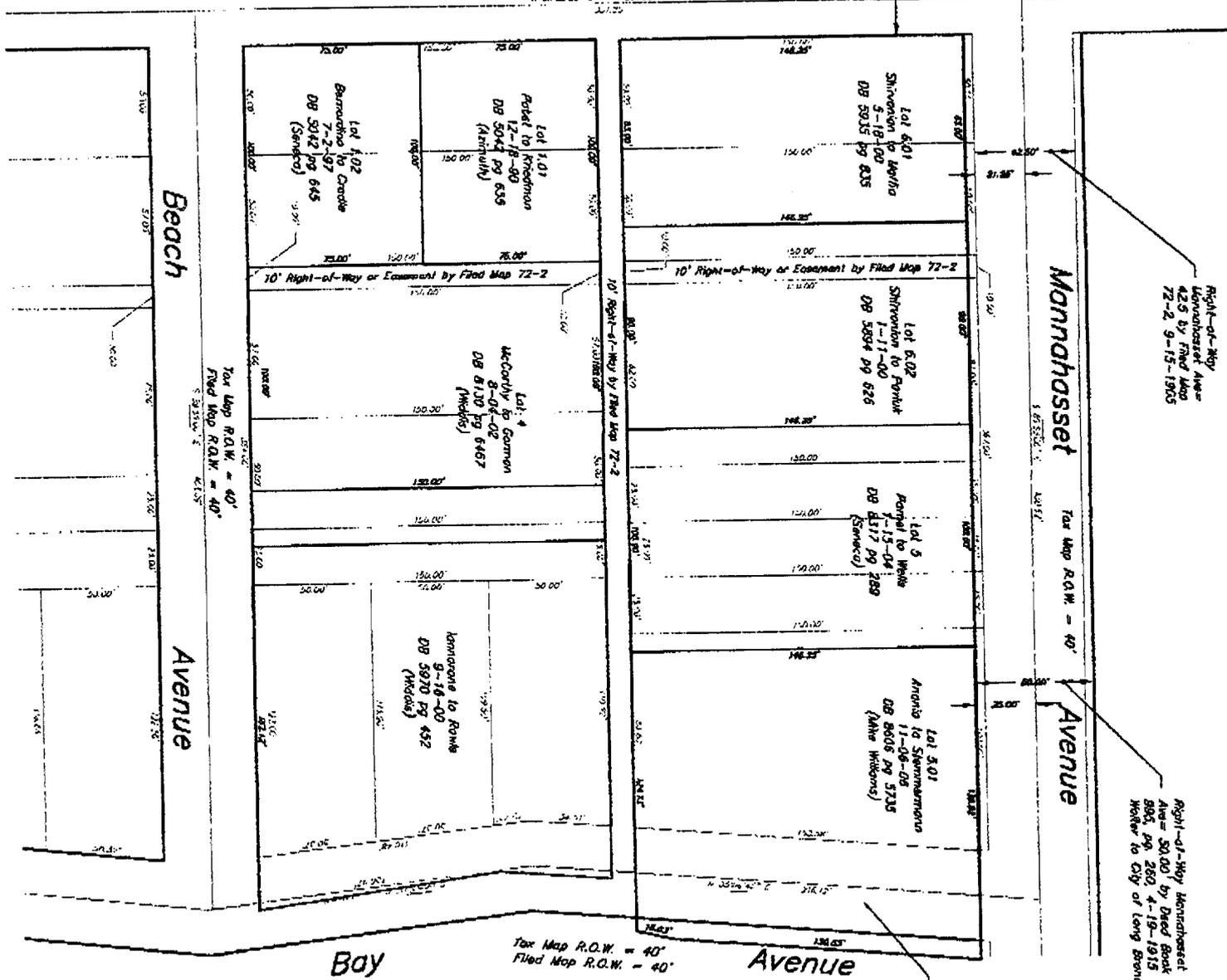
ADAM SCHNEIDER, MAYOR

A

Right-of-Way Long Branch Ave - 33' by Filed Map 72-2 8-15-1903

Long Branch Avenue

Tax Map R.O.W. = 40'



Monohasset Avenue

Tax Map R.O.W. = 40'

Avenue

Bay Avenue

Tax Map R.O.W. = 40'
Filed Map R.O.W. = 40'

Right-of-Way Monohasset Ave - 42.5' by Filed Map 72-2, 9-15-1905

Right-of-Way Monohasset Ave - 50.00' by Deed Book 895, pg. 260, 4-19-1915. Noted to City of Long Branch

Bay Avenue Road Location Book 6, pg 356



March 5, 2008

Job No. 206544450005

**DESCRIPTION OF A 10-FOOT WIDE RIGHT-OF-WAY
SITUATED IN
BLOCK 477
OF THE OFFICIAL TAX MAPS OF
THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a point on the East line of Long Branch Avenue, the right-of-way of which is described as 33 feet by filed map number 72-2, which point is Northerly and distant 150.00 feet from the intersection of the East line of Long Branch Avenue with the North line of Beach Avenue, 40-foot wide right-of-way. Which point being further described as the Northwest corner of Lot 1.01 in Block 477 and also as the Northwest corner of Lot 56 as shown on a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904" and thence running:

1. Along the East line of Long Branch Avenue, North 00 degrees 05 minutes 00 seconds East a distance of 10.00 feet to the southwest corner of tax map Lot 6.01 in Block 477, which point is also known as the Southwest corner of lot 27 as shown on a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904"; thence
2. Along the South line of tax map Lots 6.01, 6.02, 5, and 5.01 in Block 477, South 89 degrees 55 minutes 00 seconds East, a distance of 353.80 feet to the Westerly right-of-way line of Bay Avenue (40 foot right-of-way); thence
3. Along the Westerly right-of-way line Bay Avenue, South 05 degrees 06 minutes 45 seconds West, a distance of 10.04 feet to a point in the Northerly line of tax map Lot 4; thence
4. Along the Northerly line of tax map Lots 4, 3, 2, and 1 in Block 477, North 89 degrees 55 minutes 00 seconds West, a distance of 352.92 feet to the point or place of **BEGINNING**.

Contains 3,534 Square Feet or 0.081 Acres.

This description is intended to describe a 10-foot wide right-of-way that is currently bounded on the West by Long Branch Avenue, on the North by tax map Lots 6.01, 6.02, 5 and 5.01 in Block 477, on the East by Bay Avenue, and on the South by tax map Lots 1.01, 2, 3, and 4 in Block 477.

611 Industrial Way West
Eatontown, NJ 07724-2213
P 732.380.1700
F 732.380.1701

529 Route 9
Barnegat, NJ 08005-2160
P 609.698.1144
F 609.698.6814

560 Hudson Street, 3rd Floor
Hackensack, NJ 07601
P 201.562.1500
F 201.562.1501

BIRDSALL ENGINEERING, INC.

CONSULTING & ENVIRONMENTAL ENGINEERS

A
BIRDSALL SERVICES GROUP
COMPANY

March 5, 2008

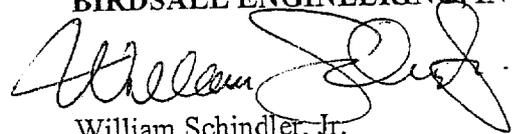
Job No. 206544450005

Page 2 of 2

This description is drawn in accordance with a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904". Which map was filed in Monmouth County Clerks Office on 9/15/1905 as Case 72, Sheet 2.

Prepared By:

BIRDSALL ENGINEERING, INC.

 3-5-2008

William Schindler, Jr.
Professional Land Surveyor
New Jersey License No. 27188



March 5, 2008

Job No. 206544450005

**DESCRIPTION OF A 10-FOOT WIDE RIGHT-OF-WAY
SITUATED
ADJACENT TO LOT 2 IN BLOCK 477
OF THE OFFICIAL TAX MAPS OF
THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a point on the North side of Beach Avenue, 40 foot right-of-way, which point is Easterly and distant 100.00 feet from the intersection of the North line of Beach Street with the East line of Long Branch Avenue, the right-of-way of which is described as 33 feet by filed map number 72-2, which point being further described as the Southeast corner of tax map Lot 1.02 in Block 477 and also as the Southeast corner of Lot 55 as shown on a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904" and thence running:

1. Along the East line of Lot 1.02 and the East line of Lot 1.01 in Block 477, North 00 degrees 05 minutes 00 seconds East, a distance of 150.00 feet to a point in the South line of a 10-foot wide right-of-way. Which point is also the Northeast corner of Lot 1.01; thence
2. Along the South line of the 10-foot wide right-of-way, South 89 degrees 55 minutes 00 seconds East a distance of 10.00 feet to the Northwest corner of Lot 2 in Block 477, which point is also the Northwest corner of Lot 54 as shown on a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904" and thence running:
3. Along the West line of Lot 2 in Block 477, South 00 degrees 05 minutes 00 seconds West, a distance of 150.00 feet to a point in the North line of Beach Avenue, which point is also known as the Southwest corner of Lot 2 in Block 477; thence
4. Along the North line of Beach Avenue, North 89 degrees 55 minutes 00 seconds West, a distance of 10.00 feet to the point or place of **BEGINNING**.

Containing 1,500.00 Square Feet or 0.034 Acres

This description is intended to describe a 10-wide right-of-way that is currently bounded on the South by Beach Avenue, on the West by Lot 1.01 and 1.02 in Block 477, on the North by a 10-foot wide right-of-way, and on the East by tax map Lot 2 in Block 477.

611 Industrial Way West
Eatontown, NJ 07724-2213
P 732.380.1700
F 732.380.1701

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Barnegat, NJ 08005-2160
P 609.698.1144
F 609.698.6814

560 Hudson Street, 3rd Floor
Hackensack, NJ 07601
P 201.562.1500
F 201.562.1501

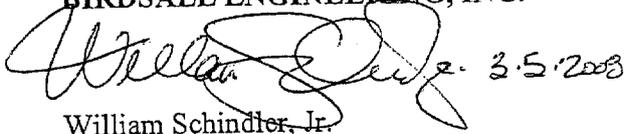
March 5, 2008

Job No. 206544450005
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Prepared By:

BIRDSALL ENGINEERING, INC.



William Schindler, Jr.
Professional Land Surveyor
New Jersey License No. 27188



March 5, 2008

Job No. 206544450005

**DESCRIPTION OF A 10-FOOT WIDE RIGHT-OF-WAY
SITUATED IN
LOT 6.02 IN BLOCK 477
OF THE OFFICIAL TAX MAPS OF
THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at point on the South right-of-way line of Mannahasset Avenue, the right-of-way of which is described as 50 feet wide in Deed Book 995, pg. 260 (4/19/1915, Wolter to City of Long Branch), which point is Easterly and distant 100 feet from the intersection of the South line of Mannahasset Avenue with the East line of Long Branch Avenue, the right-of-way of which is described as 33 feet wide by filed map number 72-2. Which point being further described as being 15.00 feet East of Northwest corner of tax map Lot 6.02 in Block 477 and also as the Northeast corner of Lot 1-3 as shown on a certain map entitled "Map of Lands situated at Monmouth Beach, Monmouth County, N.J., November 5, 1904" and thence running:

1. Along the South line of Mannahasset Avenue, South 89 degrees 55 minutes 00 seconds East, a distance of 10.00 feet to a point; thence
2. Along a line parallel to the West line of tax map Lot 6.02 and 25 feet Easterly there from, South 00 degrees 05 minutes 00 seconds West, a distance of 146.25 feet to a point on the Northerly line of a 10-foot wide right of way; thence
3. Along the Northerly line of the 10-foot wide right-of way, North 89 degrees 55 minutes 00 seconds West, a distance of 10.00 feet to a point 15.00 feet East of the Southwest corner of tax map Lot 6.02 in Block 477; thence
4. Along a line parallel to the West line of tax map Lot 6.02 and 15 feet Easterly there from, North 00 degrees 05 minutes 00 seconds East, a distance of 146.25 feet to the point or place of **BEGINNING**.

Containing 1,462 Square Feet or 0.034 Acres

This description is intended to describe a 10-foot wide right-of-way that is entirely within tax map Lot 6.02 in Block 477 and is bounded on the North by Mannahasset Avenue and on the South by another 10-foot wide right-of-way.

611 Industrial Way West
Eatontown, NJ 07724-2213
P 732.380.1700
F 732.380.1701

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March 5, 2008

Job No. 206544450005

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Prepared By:

BIRDSALL ENGINEERING, INC.

 3.5.2008

William Schindler, Jr.

Professional Land Surveyor

New Jersey License No. 27188

R# 108-08

**RESOLUTION
2008 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for City operations, and,

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2008 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total **\$ 12,729,929.78** in addition to the original temporary budget adopted January 1, 2007 in the amount of **\$12,964,041.54** for a total Year to Date temporary budget of **\$ 25,693,971.32**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2008, and that in accordance with the Statute such item of appropriation will be included in the 2008 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

Budget Appropriations 2008

**Emergency
Temporary
Appropriations
04/08/2008**

Office of Chief Administrator	
Misc. Other Expenses - Special Events	12,500.00
Division of Planning	
Misc. Other Expense - Redevelopment	50,000.00
Capital Improvements	
DepartOther Expenses	
Third Avenue Phase III	166,000.00
	<hr/>
Total Emergency Appropriations	<u>228,500.00</u>

R# 112-08

RESOLUTION CREATING A PLAN ENDORSEMENT CITIZENS' ADVISORY COMMITTEE

WHEREAS, the Mayor and Council of the City of Long Branch desire to obtain Plan Endorsement from the State Planning Commission; and

WHEREAS, Plan Endorsement is a voluntary review process developed by the State Planning Commission to provide the technical assistance and coordination of the State for municipalities, counties, and regional agencies to meet the goals of the State Planning Act and State Development and Redevelopment Plan; and

WHEREAS, the State Planning Act recognizes that coordination of State action is necessary to help municipalities develop New Jersey's economy while protecting the natural, historic and recreation resources, providing adequate and diverse housing, and redeveloping our cities and older suburban areas; and

WHEREAS, the purpose of the Plan Endorsement process is to increase the degree of consistency among municipal, county, regional and state agency plans with each other and with the State Plan and to facilitate the implementation of these plans with the primary focus on where and how development and redevelopment can be accommodated in accordance with the State Plan; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines establish a comprehensive and coordinated planning process in order for a municipality to consider, and update as necessary, master plans, functional plans, development regulations and capital plans to be consistent with the State Plan and achieve plan endorsement; and

WHEREAS, through plan endorsement, master plans, functional plans, development regulations and capital plans should be coordinated and supportive of each; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines incorporate, and expand upon, the principles of the Municipal Land Use Law in order to help towns plan for a sustainable future; and

WHEREAS, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-27, the Mayor may appoint one or more persons as a citizens' advisory committee to assist or collaborate with the planning board in its duties, including adoption of, and amendment to, the master plan to guide the use

of lands within the municipality in a manner which protects the public health and safety and promotes the general welfare of the community; and

WHEREAS, the Plan Endorsement Guidelines and State Planning Rules acquire the appointment of a Plan Endorsement Advisory Committee to guide the municipality through the Plan Endorsement process; and

WHEREAS, the Plan Endorsement Advisory Committee shall consist of between 5 and 10 members, including one representative of the governing body, a Class IV member of the planning board; one representative of a local board, commission or committee who is not a member of the planning board; and two representatives of the public that do not hold a position, employment or office with the municipality.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Long Branch hereby approves and adopts the following:

- (1) The City of Long Branch establishes a Plan Endorsement Citizens' Advisory Committee consisting of between 5 and 10 members as follows:

Rev. Charles Smith
Michael Bienz
Michael DeStefano
Tyrone Garrett
Howard Marlin

- (2) The members of the Citizens' Advisory Committee shall serve at the pleasure of the Mayor; and
- (3) The Citizens' Advisory Committee shall report findings and conclusions of its actions performed pursuant to the State Planning Rules and Plan Endorsement Guidelines, and make recommendations to the Planning Board on next steps, but shall have no power to vote or take other action required of the Planning Board; and
- (4) The Citizens' Advisory Committee shall also report to the Governing Body at least monthly on the status of plan endorsement; and
- (5) The Citizens' Advisory Committee shall be entitled to call on its assistance any personnel of any municipal department or consultant thereto as it may require in order to perform its duties; and

(6) The Citizens' Advisory Committee is established for the purposes of:

- (a) Guiding the plan endorsement process for the municipality;
- (b) Increasing public awareness of, and participation in, the plan endorsement process for the community;
- (c) Serving as the liaison with the state, county, regional agencies and local officials throughout the plan endorsement process;
- (d) Assisting the municipality in meeting the deadlines of plan endorsement, taking the lead on completing the municipal self assessment and submitting the required planning documents to the Office of Smart Growth;
- (e) Helping to facilitate community visioning as described in the Plan Endorsement Guidelines and community visioning standards;
- (f) Reporting the findings and conclusions of the self-assessment and community visioning of the local planning board for review;
- (g) Negotiating a draft Action Plan with the Office of Smart Growth, in collaboration with the planning board and governing body, to consist of actions that should be taken to adopt and/or update plans, ordinances and regulations in order to meet the plan endorsement requirements; and
- (h) Facilitating completion of the Action Plan items in order to achieve endorsement by the State Planning Commission and enjoy the benefits available to the municipality as a result of the endorsed plan.

THEREFORE BE IT FURTHER RESOLVED, that the Clerk of the City of City of Long Branch shall transmit a copy of this resolution and the notice as required in the State Planning Rules to the State Planning Commission.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

**RESOLUTION AUTHORIZING AUCTION
OF ABANDONED VEHICLES**

WHEREAS, the procedure for disposition of abandoned vehicles in the possession of a municipality is set forth in N.J.S.A. 39:10A-1 provides that when such vehicles remain unclaimed by the owner for a period of 30 days, they may be sold at auction in a public place. The public agency must give notice of sale by certified mail, to the owner, if his name and address are known as to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication at least seven (7) days before the date of the sale, in a newspaper in which the motor vehicle auction is held; and

WHEREAS, the traffic safety officer of the City has requested that the vehicles listed on the attached sheet be auctioned, that proper notice of the sale is advertised as required; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, April 18, 2008 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

BE IT FURTHER RESOLVED, that the bidders be advised that the items listed below to be auctioned can be viewed at the following locations between the hours of 10:00 am and 2:00 pm, Monday through Friday prior to auction date.

A & L Auto Repair - 251 Broadway, Long Branch (impound yard)

1. 2001 Kia Optima Vin # KNAGD124215023953
2. 2000 Ford Taurus Vin # 1FAFP55S5YA206486
3. 1987 Honda Accord Vin # 1HGCA5534HA078864
4. 1995 Pontiac Grand Am Vin # 1G2NW15M5SC738128
5. 1989 Nissan Pulsar Vin # JN1GN34SXXW425595
6. 1995 Dodge Neon Vin # 1B3ES67C6SD604152
7. 1996 Subaru Legacy Vin # 4S3BK4257T7932677
8. 1995 Buick Century Vin # 1G4AG55M9S6417606
9. 1990 Mazda 626 Vin # 1YVGD22B2L5232338
10. 1994 Jeep Grand Cherokee Vin # 1J4GZ58S7RC284479
11. 1994 Ford E350 Vin # 1FTJS34H1RHA04878

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:



**CITY OF LONG BRANCH
POLICE DEPARTMENT**
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
(732) 222-1000

To: Kathy Schmelz
City Clerks Office

March 27, 2008

From: P.O. Cesare Simonelli # 298
Traffic Safety

Ref: Auction of Abandon vehicles

Kathy,

Below is a list of vehicles, which are ready for auction; these vehicles are presently being held by A & L Auto. (Impound yard)

A&L Auto

- 1.) 2001 Kia Optima Vin # KNAGD124215023953
- 2.) 2000 Ford Taurus Vin # 1FAFP55S5YA206486
- 3.) 1987 Honda Accord Vin # 1HGCA5534HA078864
- 4.) 1995 Pontiac Grand Am Vin # 1G2NW15M5SC738128
- 5.) 1989 Nissan Pulsar Vin # JN1GN34SXXKW425595
- 6.) 1995 Dodge Neon Vin # 1B3ES67C6SD604152
- 7.) 1996 Subaru Legacy Vin # 4S3BK4257T7932677
- 8.) 1995 Buick Century Vin # 1G4AG55M9S6417606
- 9.) 1990 Mazda 626 1YVGD22B2L5232338
- 10.) 1994 Jeep Grand Cherokee Vin # 1J4GZ58S7RC284479
- 11.) 1994 Ford E350 Vin # 1FTJS34H1RHA04878

Respectfully submitted,
P.O. Cesare Simonelli #298
Cesare Simonelli #298
Traffic Safety Unit

R# 117-08

**RESOLUTION RE-APPOINTING
SPECIAL POLICE OFFICERS CLASS II FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby re-appoint the following individual as a Special Police Officer Class II for the City of Long Branch:

Sean Rafferty
Frank Angello
Gary Vecchione
Patrick Healey
Justin Bessinger

BE IT FURTHER RESOLVED that the effective date of the appointment is April 1, 2008.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 BROADWAY
LONG BRANCH, NJ 07740
(732) 222-1000**

**TO: Kathy Schmelz
Dep. City Clerk**

March 26, 2008

**FROM: Sgt. Frank T. Passantino Jr.
Special Services Unit**

**REF: Appointing/Re-appointing
Part-time Class I & II SLEO's**

Kathy,

Below is a list of the SLEO's that need to be appointed and re-appointed for 2008.

Re-appointed Class I's

**Derek Myers
372 Bath Ave. Apt. 33
Long Branch N.J.**

**Phillip Anastasio
627 Gerard Ave.
Long Branch N.J.**

**William Beckenstien
120 Harbor Cir.
Freehold N.J.**

**Matthew Colonna
9 Stanford Dr.
Hazlet N.J.**

**Jeremy Drewry
31 Broadway
Freehold N.J.**

**Michelle Rezende
648 Sydney Ave.
Union Bch. N.J.**

**Daniel Ceparano
5 Cooper Ave.
Howell N.J.**

**Christopher Fiore
33 Bampton Pl.
W. Long Branch N.J.**

New Class I's

**Richard O'Brien
137 Lancaster Rd.
Freehold N.J.**

**Aaron Owens
150 Central Ave. Unit. 150-6
Long Branch N.J.**

**Derrick Turner
295 Rockwell Av. #2
Long Branch N.J.**

**Carl Green
514 Bath Ave.
Long Branch N.J.**

**Christopher Atkinson
57 Broadway
Freehold N.J.**

**Thomas Ciancia
70 Ocean Terr.
Long Branch N.J.**

**Timothy Phillips
10 Girard Ave.
W. Long Branch N.J.**

**Dean Schoch III
1125 Jeffery St.
Ocean N.J.**

**Dana Lynn Page
79 Galloping Cir.
Belford N.J.**

Shawn Reu
2010 Fanwood St.
Ocean N.J.

Eric Van Schaack
50 Shadybrook Dr.
Middletown N.J.

Brain Oliveria
445 Division St.
Ocean N.J.

Jake Pascucci
3 Colonia Dr. Apt. 2
Long Branch N.J.

John Weir
109 Wynne Wood Ct.
Freehold N.J.

Robert Knott
20 Wyandotte Ave.
Oceanport N.J.

Carlos Macabu
18 Madison Ave.
Red Bank N.J.

Tanya Benjamin
1445 Rustic Dr. Apt. 7
Ocean N.J.

Class II Re-appointment

Sean Rafferty
61 Cayuga Ave.
Oceanport N.J.

Gary Vecchione
555 Patten Ave. Apt. 47B
Long Branch N.J.

Justin Bessinger
51 Periwinkle Cir.
Tinton Falls N.J.

Frank Angello
1125 Manito Rd.
Manasquan N.J.

Patrick Healey
8 Stokes St.
Freehold N. J.

New Class II's

Joseph DeFilippis
21 Park Ave.
Eatontown N.J.

Julius DeRosa
21 Johnny Dr.
Farmingdale N.J.

Brian Dinero
972 Elizabeth Terr.
Long Branch N.J.

Christopher Guy
158 Robertsville Rd.
Freehold N.J.

Daniel Petrucelli
22 Second St.
Rumson N.J.

Ryan Clark
282 Bay Ave.
Highlands N.J.

Can you make all appointments effective April 1, 2008.

Thanking you in advance,



Sgt. Frank T. Passantino Jr.
Special Services Unit

cc: Dir. Richards
Capt. Antonucci
Sgt. Rizzuto

R # 118-08

**RESOLUTION APPOINTING
SPECIAL POLICE OFFICERS CLASS II FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individual as a Special Police Officer Class II for the City of Long Branch:

Joseph DeFilippis
Christopher Guy
Julius DeRosa
Daniel Petrucelli
Brian Dinero
Ryan Clark

BE IT FURTHER RESOLVED that the effective date of the appointment is April 1, 2008.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

R# 119-08

**RESOLUTION RE-APPOINTING
SPECIAL POLICE OFFICERS CLASS I FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby re-appoint the following individual as a Special Police Officer Class I for the City of Long Branch:

Derek Myers
Matthew Colonna
Daniel Ceparano
Phillip Anastasio
Jeremy Drewry
Christopher Fiore
William Beckenstien
Michelle Rezende

BE IT FURTHER RESOLVED that the effective date of the appointment is April 1, 2008.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

R # 120-08

**RESOLUTION APPOINTING
SPECIAL POLICE OFFICERS CLASS I FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individual as a Special Police Officer Class I for the City of Long Branch:

Richard O'Brien
Carl Green
Timothy Phillips
Aaron Owens
Christopher Atkinson
Dean Schock III
Derrick Turner
Thomas Ciancia
Dana Lynn Page
Shawn Reu
Jake Pascucci
Carlos Macabu
Eric Van Schaack
John Weir
Tanya Benjamin
Brian Oliveria
Robert Knott

BE IT FURTHER RESOLVED that the effective date of the appointment is April 1, 2008.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

R# 121-08

**RESOLUTION SUPPORTING MONMOUTH BEACH AS
LEAD AGENCY FOR APPLYING FOR NJDOT LOCAL
AID APPLICATION (RIVERDALE AVENUE)**

WHEREAS, the Borough of Monmouth Beach will apply this year for funds under the 2009 NJDOT Local Aid application for the Rehabilitation of a section of Riverdale Avenue; and

WHEREAS, the Borough plans to rehabilitate the section of Riverdale Avenue from approximately Anderson Street east to Ocean Avenue, a portion which lies in Long Branch for reconstruction and improvement of the pavement, curb, sidewalk, drainage, and if sufficient funds are available, the removal of the old railroad tracks within the railroad right-of-way; and

WHEREAS, the Commissioners of Monmouth Beach are requesting support of the application and plans to be the lead agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch it hereby supports 2009 NJDOT Local Aid Application to be submitted by the Borough of Monmouth Beach as lead agency

BOROUGHS OF MONMOUTH BEACH
 MONMOUTH COUNTY, N. J.
 E. ETHROCKMORHAN SURVEYOR
 SCALE: 1" = 100' DATE: MAR. 27, 1918
 REVISED DEC. 1, 1921
 REVISED MAY 11, 1922 BY R. SCHEMPP
 REVISED JAN. 1, 1923 BY R. SCHEMPP
 REVISED SEPT. 1, 1923 BY R. SCHEMPP
 REVISED SEPT. 1, 1923 BY R. SCHEMPP
 REVISED SEPT. 1, 1923 BY R. SCHEMPP

(8) ADJACENT QUARTERS
 (51) BLOCK NUMBER
 42 TAX LOT NUMBER

LEGEND

1. LOT
 2. BLOCK
 3. STREET
 4. AVENUE
 5. PLACE
 6. ROAD
 7. DRIVE
 8. ALLEY
 9. WALKWAY
 10. EASEMENT
 11. ENCUMBRANCE
 12. UNLAWFUL ENCROACHMENT
 13. UNLAWFUL CONSTRUCTION
 14. UNLAWFUL SIGN
 15. UNLAWFUL SIGN
 16. UNLAWFUL SIGN
 17. UNLAWFUL SIGN
 18. UNLAWFUL SIGN
 19. UNLAWFUL SIGN
 20. UNLAWFUL SIGN

NO.	DATE	REVISIONS
1	1918	Original Survey
2	1921	Revised
3	1922	Revised
4	1923	Revised
5	1923	Revised
6	1923	Revised
7	1923	Revised
8	1923	Revised
9	1923	Revised
10	1923	Revised
11	1923	Revised
12	1923	Revised
13	1923	Revised
14	1923	Revised
15	1923	Revised
16	1923	Revised
17	1923	Revised
18	1923	Revised
19	1923	Revised
20	1923	Revised

NO.	DATE	REVISIONS
1	1918	Original Survey
2	1921	Revised
3	1922	Revised
4	1923	Revised
5	1923	Revised
6	1923	Revised
7	1923	Revised
8	1923	Revised
9	1923	Revised
10	1923	Revised
11	1923	Revised
12	1923	Revised
13	1923	Revised
14	1923	Revised
15	1923	Revised
16	1923	Revised
17	1923	Revised
18	1923	Revised
19	1923	Revised
20	1923	Revised

CITY OF LONG BRANCH.

ATLANTIC OCEAN



R# 122-08

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE 2008 MONMOUTH COUNTY PREVENTION PLAN**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse has approved the 2008 Monmouth County Prevention Plan which includes an allocation of D.E.D.R. funds for the City of Long Branch's Alliance to Prevent Alcoholism and Drug Abuse program; and

WHEREAS, the term of this grant agreement shall be from January 1, 2008 through December 31, 2008 and the County agrees to pay the City a sum not to exceed \$32,720.00 for support and participation in the Alliance to Prevent Alcoholism and Drug Abuse.

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the Mayor to sign Agreement #08A-11 with the County of Monmouth, Department of Human Services, Division of Mental Health and Addiction Services.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

COUNTY OF MONMOUTH
Department of Human Services
Division of Mental Health and Addiction Services

Charles D. Brown, III
Director

E-Mail Address
cbrown@co.monmouth.nj.us

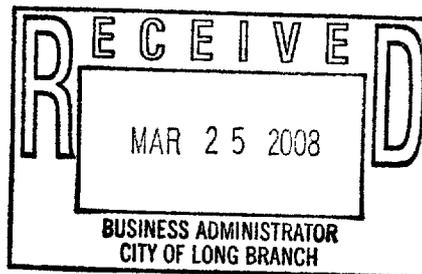
March 19, 2008

Mr. Howard Woolley, Administrator
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

Dear Mr. *Howard* Woolley:



Office of Addiction Services
P.O. Box 3000
Kozloski Road
Freehold, NJ 07728
Tel: (732) 431-6451
Fax: (732) 866-3595



Re: City of Long Branch
Alliance to Prevent Alcoholism & Drug Abuse

We are pleased to inform you that the Governor's Council on Alcoholism and Drug Abuse has approved the 2008 Monmouth County Prevention Plan which includes an allocation of D.E.D.R. funds for your community's Alliance to Prevent Alcoholism and Drug Abuse.

Enclosed please find five (5) copies of your 2008 agreement. For the agreement: on PAGE 8, please sign and fill-in the following: (1) "**FOR,**" (your municipality); (2) your "**Federal I.D.#**"; (3) "**ATTEST**" and "**BY**" on each copy. On PAGE 24, please sign, date and fill-in at "**Chief Executive Officer**" and "**Chief Fiscal Officer**" on each copy. On PAGE 32, please fill-in "**Business Associate**" (your municipality), "**Name,**" "**Address,**" "**Telephone #,**" and "**Facsimile #,**" on PAGE 33, please fill-in "**Business Associate**" (your municipality), and please sign at "**Signature**" and fill-in "**Printed Name,**" "**Title,**" and "**Date.**"

Please complete and return the five (5) signed agreements to this office as soon as possible but no later than April 18, 2008. The Board of Chosen Freeholders will forward to you a copy of the executed 2008 agreement following its approval of same.

Please be aware that your 2008 Quarterly Reporting Forms will be sent out under separate cover.

Thank you for your support and participation in the Alliance to Prevent Alcoholism and Drug Abuse.

We look forward to continuing to work with you toward our mutual goal of reducing alcoholism and drug abuse.

If you have any questions, please contact James A. Wallace, Jr., County Alliance Coordinator at 732-431-6451.

Sincerely,

Charles D. Brown, III
Director

AGREEMENT # 08A-11

THIS GRANT AGREEMENT made this _____ day of _____, 2008 by and between the County of Monmouth, a body corporate and politic of the State of New Jersey having a mailing address of P. O. Box 1255, Freehold, NJ, 07728 ("the County"), and the **City of Long Branch**, a corporation of the State of New Jersey, having its principal offices at **344 Broadway, Long Branch, NJ 07740** ("the Agency").

WHEREAS, the County desires to obtain alcoholism/drug abuse **Prevention** services for the purposes hereinafter stated; and

WHEREAS, the Agency is an organization providing services in Monmouth County including **Alcoholism/Drug Abuse Prevention** services:

It is agreed:

1. The Division of Mental Health and Addiction Services in the Monmouth County Department of Human Services shall administer this grant agreement on behalf of the County of Monmouth.

2. The term of this grant agreement shall be from January 1, 2008 through December 31, 2008; and

3. The County agrees to pay the Agency a sum not to exceed **\$32,720.00** specified in Appendix A, payable upon the timely submission of properly documented and executed vouchers. The Agency shall submit vouchers only after services have been rendered unless otherwise stated in Appendix A.

4. The Agency agrees to perform the services stated in Appendix A.

5. a. In the event federal, state or local funding is discontinued or materially reduced, the County reserves the right to modify or terminate this grant agreement upon written notice to the Agency. This grant agreement is subject to the availability and appropriation of sufficient funds in the year(s) during which it is in effect.

b. If revenue from other funding sources exceeds the amount contained in the approved budget (Appendix B), the funding allocated by the County may be correspondingly reduced.

6. The Agency is required to adhere to the terms of the approved budget as specified in Appendix B. Funds earmarked for a specific purpose or service must be used as stated in the budget and may not be used for any other purpose without the prior written approval of the County or its authorized agent(s). The County reserves the right to demand from the Agency a refund of any funds used in an unauthorized manner.

7. The Agency shall submit to the Division a Certificate(s) of Insurance, followed by an endorsement(s), as required herein, showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Agreement, for (a) commercial general liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and (b) workers' compensation and employers' liability insurance of at least \$500,000 per accident, \$500,000 per employee for bodily injury by disease, and \$500,000 for all bodily injury by disease. If applicable to this Agreement and if required by the County, the Agency will also provide a Certificate(s) of Insurance showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Agreement for: (c) business automobile liability, with a combined single limit of \$1,000,000 and/or (d) professional liability or errors and omissions liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

The "County of Monmouth, its officers, employees, and agents" shall be named as additional insureds with regard to (a) commercial general liability and, if applicable, (c) business automobile liability and the policy(ies) shall be endorsed to provide this required additional insured status.

The Certificate(s) of Insurance shall indicate, and the policies shall be endorsed to provide for 30 days (with the exception of 10 days for non-payment) advance written notice to the County of the cancellation of, non-renewal of, or any material change to, the insurance policies required of the Agency.

At least 15 days prior to the expiration of any policy listed in the Certificate(s) of Insurance, the Agency shall provide the County with a renewal Certificate(s) followed by an endorsement(s) where required herein, so that the County has evidence of all required insurance being in effect at all times.

If the Agency maintains any coverage on a "claims made" basis, the Agency will continue that coverage with a retroactive date not later than the inception date of this grant agreement. Coverage shall continue for a period of not less than 36 months following the expiration or termination of this grant agreement or the date upon which the Agency last performs services under this Agreement, whichever is later.

All insurers shall be authorized to do business in New Jersey and have an A.M. Best rating of at least A-VII.

8. The Agency hereby agrees to defend, hold and save the County of Monmouth and its departments, agencies, boards, subdivisions and all officers, agents and employees thereof, harmless from and against any and all suits, liabilities, claims and demands of any nature or kind, including attorney's fees, costs and expenses for or on account thereof, for injury to persons or damage to property resulting in whole or in part from the intentional or negligent act or omission of any employee, agent or representative of the Agency.

9. a. The Agency shall have an annual audit performed by an independent certified public accountant in accordance with generally accepted accounting and auditing standards and practices established by the American Institute of Certified Public Accountants and in accordance with all applicable requirements of federal and state law including single audit procedures. In the event the Agency is a political subdivision of the State of New Jersey, the audit will be conducted, prepared and presented in the form and format required by the New Jersey Department of Community Affairs, Division of Local Government Services and N.J.S.A. 40 and 40A. A certified copy of said audit shall be submitted to the Division implementing this grant agreement within six (6) months following the close of the Agency's current fiscal year. Extensions must be approved in writing by the Division. In addition to the submission of an annual audit, the Agency must also provide copies of the Auditor's management letter(s) and any and all other documents issued in conjunction with said Audit.

b. Without limiting the generality of the foregoing, the Agency will comply with the following insofar as they are applicable to this grant agreement:

- (1) Single Audit Act of 1984, (P.L. 98-502) and any amendments thereto.
- (2) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L.

104-156, under the authority of sections 503, 1111 and 7501 et seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).

- (3) Federal Office of Management and Budget (OMB) document OMB circular A-133, Single Audit Acts Amendments of 1996.
- (4) Federal Office of Management and Budget (OMB) document OMB circular A-133, revised June 27, 2003 (effective January 1, 2004).
- (5) New Jersey Department of the Treasury:
 - (a) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants, and State aid.
 - (b) State Grant Compliance Supplement.
 - (c) Failure to comply with any applicable laws, rules and regulations shall be sufficient grounds for the termination of this grant agreement.
 - (d) The Agency's specific requirements under Section 9. b. are as stated in Appendix C.
 - (e) The undersigned shall require that the language of this certification (paragraphs 9. b. (5) (a)-(d) above) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

c. The County may terminate this Agreement upon 30 days written notice to the Agency if the Agency's audit is not acceptable, (i.e. including, but not limited to, the issuance of a qualified opinion and/or a management letter or other documents issued by the auditor that address material concerns).

10. a. The Agency agrees that, in the performance of this grant agreement, it will comply with all applicable federal, state and local laws, rules and regulations, as amended, including, but not limited to: state and local laws relating to licensure; federal and state laws relating to the safeguarding of client information, including, but not limited to, the Health Insurance Portability and Accountability Act (Appendix D); the Federal Civil Rights Act of 1964; P.L. 1975, Chapter 127 of the State of New Jersey (N.J.S.A. 10:5-31, et seq.), N.J.S.A. 10:2-1, et seq. and related

rules and executive orders pertaining to Equal Employment Opportunity (Appendix E); the Federal Equal Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973; applicable provisions of the New Jersey state labor laws; and any regulations promulgated pursuant to any of the above. In addition, and without limiting the generality of the foregoing, the Agency agrees that under the provisions of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 594 of the Rehabilitation Act 1973 and the Americans with Disabilities Act of 1990, no person seeking or receiving public assistance and welfare services shall be subjected to discrimination because of race, color, national origin, age or disability. This protection against discrimination means that the Agency shall not on the grounds of race, color, national origin, age or disability:

- (1) deny any individual seeking or receiving public assistance and welfare services any care or services normally provided by the Agency in the course of conducting its business or profession;
- (2) provide such care or services to such individuals in a different manner than they are normally provided to others;
- (3) subject such individuals to segregation or separate treatment in any manner related to the receipt of such care or services;
- (4) restrict such individuals in any way in the enjoyment of any advantage or privilege enjoyed by others receiving such care or services; or
- (5) treat such individuals differently from others in determining whether and to what extent services should be received.

b. The Agency agrees that its performance under this grant agreement shall strictly comply with the requirements of this paragraph 10. and that the Agency represents and warrants that in the event its agents, servants, employees or sub-grantors violate or are alleged to have violated any of the statutes or regulations referenced herein, the Agency shall indemnify, defend, and hold the County of Monmouth harmless from and against any and all suits, claims, lawsuits, demands or damages of whatever kind or nature arising out of or claimed to arise out of any such alleged violation.

11. Pursuant to N.J.S.A. 52:34-15, the Agency represents and warrants that no person or selling agent has been employed, retained or otherwise engaged to solicit or secure this grant

agreement upon an agreement or understanding for the payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of the Agency for the purpose of securing business. Any breach of this warranty shall be sufficient grounds for the annulment of this grant agreement by the County without liability, or in the County's discretion, to deduct from the grant agreement price, consideration, award or grant, the full amount of such commission, percentage, brokerage or contingent fee.

12. If federal funding is made available to the Agency either directly or indirectly (pass-through) through this grant agreement: the Agency represents, warrants and certifies that, to the best of its knowledge, information and belief:

a. No federally appropriated funds have been paid by, or on behalf of, the Agency to any persons for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification (paragraphs 12. a. – e., inclusive of this grant agreement) be included in the award documents for all sub-grant agreements at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification as to lobbying is a material representation of fact upon which reliance is placed at the time when this transaction and grant agreement are made and entered into. Submission of this certification as to lobbying is a prerequisite for making or entering into this transaction as provided in 31 U.S.C. Sec 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

e. If federal funding is not being awarded to the Agency through this grant agreement, then State and Local statutes, rules and regulations will apply with regard to paragraph 12. a – d.

13. In the event the Agency neglects or fails to comply with the terms and conditions of this grant agreement, it shall be given written notice by the County of its non-compliance, whereupon the Agency shall have 30 days to come into compliance, in the absence of which, the County shall have the right to immediately terminate this grant agreement. In case of default by the Agency, the County may procure the goods or services from alternate sources and hold the Agency responsible for any excess costs incurred.

14. The Agency, upon request of the County, will make available for audit and inspection during normal business hours, its financial, statistical and client/program records relating to grant agreement services and program expenditure.

15. The Agency shall file with the Division implementing the grant agreement, reports detailing income and expenditures for programs funded in whole or in part by the County.

16. The Agency warrants that it has filed and will file all required federal and state tax reports and has made timely payments of income, FICA, FUTA, unemployment and disability taxes as required by law.

17. The Agency must meet all licensing and insurance requirements of the State of New Jersey and the local jurisdiction within which it operates.

18. The Agency shall safeguard and treat as confidential, information concerning persons referred to or identified in this grant agreement and shall not disclose this information except as authorized by law.

19. Neither this grant agreement nor any rights or obligations arising under this grant agreement may be assigned by the Agency without the written consent of the County.

20. Neither any failure nor delay on the part of the County or the Agency in exercising any right, power or privilege under this grant agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power or privilege.

21. In cases of administrative or financial non-compliance, the County reserves the right to suspend payments.

22. The Agency will impose no fees or charges upon recipients of grant agreement services unless otherwise approved in writing by the Division.

23. The Agency and the County represent and warrant that they have the right, power and authority to enter into this grant agreement and to bind themselves to the terms hereof.

24. All appendices attached hereto are made part of this grant agreement by reference.

25. The Agency represents and warrants that all representations, certifications, affidavits and assurance given in connection with its proposal, bid or otherwise in connection with this grant agreement are true as of the date this grant agreement is signed and will remain true for the duration of this grant agreement. IT IS SPECIFICALLY ACKNOWLEDGED THAT THE REPRESENTATIONS MADE IN PARAGRAPH 12. ABOVE ARE TRUE TO THE BEST OF THE AGENCY'S AND THE INDIVIDUAL SIGNATORY'S KNOWLEDGE, INFORMATION AND BELIEF AND THAT IF ANY OF THE REPRESENTATIONS MADE ARE WILLFULLY FALSE, THE AGENCY AND/OR THE INDIVIDUAL SIGNING FOR THE AGENCY ARE SUBJECT TO PUNISHMENT, IN ADDITION TO ANY OTHER REMEDIES WHICH THE COUNTY HAS UNDER THIS GRANT AGREEMENT.

WHEREFORE, the parties hereto have caused this grant agreement to be signed by their duly authorized representatives.

FOR:

Federal I.D. _____

ATTEST:

BY: _____

ATTEST:

FOR: COUNTY OF MONMOUTH

BY: _____

Clerk of the Board

Lillian G. Burry, Freeholder Director

APPENDIX A

PROGRAM SERVICES AND FISCAL RESPONSIBILITY

Section 1 – General County Requirements

1. Monies allocated under this Agreement will be for the provision of the following services that are more fully described in the Budget and Funding Request Application submitted by the Agency on June 25, 2007, which is incorporated herein by reference. City of Long Branch provides Alcoholism/Drug Abuse Prevention service(s) to Residents of said municipality.
2. The Agency will use the monies as outlined in the Approved Budget attached hereto as Appendix B. Up to \$32,720.00 is allocated as follows: for universal alcoholism/drug abuse prevention and selected alcoholism/drug abuse prevention.
3. The County agrees to make payment on a reimbursement basis to the Agency under this Agreement upon the submission of properly executed: (1) county voucher, (2) financial report and (3) program report. The Agency agrees to submit these reports on a Quarterly basis no later than 30 days immediately following the end of the period reported upon. Payroll documentation shall be submitted if funding is used for salaries. Payment may be withheld if reports are not current or in other cases of administrative or financial non-compliance. The County will reimburse in accordance with the County Department of Finance or Department of Purchasing schedule for vouchers, whichever appropriate.
4. The Agency agrees to comply with programmatic and fiscal terms and conditions described in this Agreement. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funds. Further, the Agency agrees that the application which was completed and submitted by the Agency, represents a reasonable summary of the specific purposes to which the various funds requested by the Agency will be used, subject to adjustments that may be required by the Approved Budget.
5. The Agency agrees that all budget revisions and modifications must be approved in writing by the Division prior to seeking reimbursement. When reimbursement is based on actual expenditures, no reallocation of funds may be made after the third quarter of the current year in which this grant agreement is in effect.
6. The Agency agrees that the County may, at its discretion, discuss or disclose any information, except that which is protected by federal and/or state laws, which it feels is relevant and pertinent to other funding sources or potential users of program evaluation data.
7. This Agreement and any agreement appended to or incorporated in this Agreement by reference, is terminable by the County upon 30 days written notice to the Agency.

APPENDIX A
Section 2 and 3 - General Division Requirement

1. The Agency agrees that, in the performance of this Grant Agreement, it will comply with New Jersey Public Law 1989, Ch. 51.
2. The Agency agrees that the Application for Funding Municipal Alliance which was completed and submitted by the Agency represents a reasonable summary of the specific purposes to which the various funds requested by the Agency will be used, subject to adjustments that may be required by the Final Approved Budget.
3. The Agency agrees to comply with all provisions of the legislation (NJSA26:2bb-1, et seq.) and applicable regulations (N.J.A.C. 17:40-1, et seq.) as the same may be from time to time amended and such requirements or guidelines as the Division may from time to time issue, whether or not expressly stated herein. The Agency shall seek and develop its own source(s) of funding in anticipation of the expiration of this Agreement. In no event shall this funding be considered a commitment by the County to provide funding beyond the termination or expiration date of this Agreement. The Agency will provide matching funds in accordance with Project requirements: 100% matching funds of which 25% is hard cash.
4. The Agency shall not, under any circumstances, use funds provided pursuant to this Agreement for any pre-existing resources or services. Violations of this proscription will render this Agreement null and void. The County reserves the right to forward information concerning violations to the Attorney General.
5. The parties recognize and agree that the viability of this Agreement is dependent upon the availability of funding from the Governor's Council on Alcoholism and Drug Abuse via the Drug Enforcement and Demand Reduction Fund. The County shall not be responsible for any failure of performance of this Agreement resulting from the absence of funding.
6. The Agency ensures that the matching requirement of one hundred percent (100%) match, 25% of which is hard cash match, is met and shall be responsible for any failure to do so. If, at the end of any relevant time period, the Agency fails to generate sufficient matching funds, the Agency shall provide the Division and the Governor's Council on Alcoholism and Drug Abuse with a detailed explanation of the reasons for its failure.
7. The Agency agrees to adhere to program and budget stipulations as outlined in the approved "Summary Overview of Municipal Alliance Activities" section of the Monmouth County 2008 Alcoholism and Drug Abuse Prevention Plan. Any changes in programmatic content must be reviewed by the Division and the Governor's Council on Alcoholism and Drug Abuse and must receive authorization from the Division (or its designee) and the State Alliance Coordinator (or his designee) prior to initiation.

8. The Agency agrees that it will not, under any circumstance, supplant (i.e. the use of these funds for any pre-existing resources or services) monetary disbursement made by this Agreement. Violations of this stipulation will render this Agreement null and void.
9. The Agency agrees to conduct all Alliance meetings open to the public as indicated in N.J.A.C. 17:40-1 et seq.
10. The Agency agrees that at all projects and programs funded through this Agreement, the Agency will display and distribute alcoholism/drug abuse informational materials.
11. The Agency ensures that funds that are disbursed through this Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.
12. The Agency ensures adherence to all Federal and State guidelines for a Drug-Free Workplace and the Federal Omnibus Act of 1972.
13. The Agency agrees to participate in meetings convened and/or requested by the Monmouth County Division of Mental Health and Addiction Services.
14. The Agency agrees to comply with Board of Alcohol and Drug Abuse Services Policy #012, "Prevention Standards."
15. The Agency agrees to demonstrate use of methods for measuring the level of effectiveness of Alliance-sponsored/conducted projects through process, outcome and impact evaluations.

Section 3 – Alliance Requirements

The Agency agrees:

1. To maintain a Municipal Alliance Committee in accordance with PL 1989, Ch. 51, regulations of the Governor's Council on Alcoholism and Drug Abuse and priorities of the Board.
 - A. Municipal Alliance Committee membership:
 - (1) must be formally appointed by Resolution of the municipal governing body to include term of office.
 - (2) Must include at least seven (7) members.
 - (3) Is recommended to include members from the following categories:
 - a. Municipal government (non-police)
 - b. Local Schools
 - c. Local Police Department
 - d. Civic and/or Business association
 - e. Citizens
 - f. Parent Teacher's Association
 - g. School Board
 - h. Superintendent of Schools
 - i. Substance Awareness (Student Assistance) Coordinator
 - j. Teachers Bargaining Unit
 - k. Chamber of Commerce

- l. Local Court System
 - m. Clergy
 - n. Civic Association
 - o. Labor Union
 - p. Media
 - q. Youth (under 18 years of age)
 - r. Senior (over 65 years of age)
 - s. Local Businesses
 - t. Recovering Alcoholic (minimum 2 years sobriety)
 - u. Recovering Drug Abuser (minimum 2 years sobriety)
 - v. Licensed Alcohol and Drug Abuse Facility and/or Licensed Certified Alcohol and Drug Abuse Counselor
- B. To conduct at least one (1) meeting of the Municipal Alliance Committee on a bi-monthly basis.
 - C. To maintain an agenda for and written minutes of all Municipal Alliance Committee meetings.
 - D. To establish an annual calendar of Municipal Alliance Committee meetings at the Municipal Alliance Committee annual organizational meeting.
 - E. To develop and adhere to Municipal Alliance Committee By-Laws which should include that a quorum be defined as 50% of the Municipal Alliance Committee members plus one and that a quorum of the Municipal Alliance Committee shall be required for Committee action to be taken.
 - F. To establish and maintain as part of the Municipal Alliance Committee a permanent, standing subcommittee on fundraising:
 - G. To assure (1) participation in meetings and/or trainings convened and/or requested by the Division; (2) provision of training opportunities for Alliance members; (3) participation of Municipal Alliance members in at least two (2) training programs conducted by the Division.
 - H. To assure and agree to adhere to all Federal and State guidelines for a Drug-Free Workplace.
 - I. To participate and cooperate with the Governor's Council on Alcoholism and Drug Abuse and the County of Monmouth for scheduled site visits.
 - J. To conduct an assessment of the community to determine the needs of the community concerning alcoholism and drug abuse issues to include identification of: (1) existing efforts and services to reduce alcoholism and drug abuse and (2) existing efforts and services to reduce identified hi-risk factors.
 - K. To demonstrate a relationship between the Municipal Alliance Committee and an alcoholism/drug abuse treatment program and/or an alcoholism/drug abuse treatment professional, which relationship is appropriate to the community and which relationship includes at least one (1) presentation to the Municipal Alliance Committee by the professional.
 - L. To conduct all Municipal Alliance Committee meetings in accordance with NJAC 17-40-1 et.seq.-"Sunshine Open Meetings".
 - M. To assure that the salaried Alliance Coordinator will not serve as Municipal Alliance Committee Chairperson.

- N. To abide by the following State guideline concerning "Conflict-of-Interest": A conflict-of-interest may exist if a Municipal Alliance Committee member can reasonably expect that his or her conduct will directly result in a financial benefit to him/herself, family, business associates, employers, or businesses that the member represents. In situations where a conflict-of-interest may exist, the Municipal Alliance Committee member must recuse him/herself. Recusal means that the individual is not participating in deliberations or debates, making recommendations, giving advice, considering findings, voting or in any other way assuming responsibility for or participating in any aspect of the decision-making relating to the matter where there are potential conflicts-of-interest.
2. To receive and review at least quarterly from the local police department a statistical report on alcohol/drug abuse-related offenses and related police-activities in the municipality.
 3. To receive and review at least quarterly from the local school district a report on school alcohol/drug abuse prevention and intervention activities and to document the provision of an approved drug and alcohol curriculum for public school students in grades K through 12.
 4. To conduct at least one (1) meeting with the local health officer to discuss Municipal Alliance activities.
 5. To receive and review from the municipal government a copy of its employee drug/alcohol policy for municipal employees.
 6. To receive and review from the Board of Education a copy of the local school district's employee drug/alcohol policy for school employees.
 7. To conduct activities in support of local drunk driving prevention activities including law enforcement activities.
 8. To conduct a special event in observance of and during (a) the month designated as Alcoholism Awareness Month (April); (b) the month designated as National Drunk and Drugged Awareness Month (December) and (c) the month and/or week of another alcohol/drug- related observance.
 9. To assure that a consistent "no use" message will be delivered in Alliance activities to people under the legal smoking and drinking age, and to assure that other drug laws of the State of New Jersey are reinforced.
 10. To assure that any materials developed for distribution, publication or advertisement using D.E.D.R. funds contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source.
 11. To demonstrate a method for measuring the level of program effectiveness and for program evaluation.
 12. To use only resources (people, agencies, organizations, etc.) whose work is based in New Jersey; the GCADA must approve use of any out-of-state resources.
 13. To provide education regarding the biopsychosocial model and risk factors as well as basic information about chemical dependency in Alliance activities (to include efforts to impact predisposition, drug use and/or the enabling system).
 14. To assure that all proposed prevention/early intervention efforts shall be coordinated with existing health and social systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies (including demonstration of the inclusion and involvement of community members in program development and/or implementation).

15. To assure that no more than 10% of D.E.D.R. funds are spent for information dissemination activity.
16. To demonstrate at least twenty-five (25) hours each year of continuing prevention education in alcoholism and drug abuse prevention for all full-time staff wholly or partially funded by D.E.D.R. funds.
17. To assure and agree that no person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by the State of New Jersey funds or County of Monmouth funds.
18. To demonstrate a direct relationship between Alliance projects and the Risk Factors identified as priorities in the Municipal Needs Assessment.
19. To include in any Alliance project whose strategy is identified as an "Alternative Activity", a Drug/Alcohol information component as well as demonstration of training for Alternative Activity staff (paid or volunteer) concerning alcohol and drugs.
20. To develop, demonstrate and maintain cooperative working relationships with community groups and organizations such as the Juvenile Conference Committee, Chamber of Commerce and other groups compatible with the purpose and functions of the Municipal Alliance including schools, law enforcements, etc.
21. To make at least four (4) contacts with recognized media sources concerning Municipal Alliance activities.
22. To provide (in a timely manner) fiscal and program reports, describing the types and quantities of service rendered.
23. To demonstrate that persons who are employed by or are volunteers in organizations which receive D.E.D.R. funds via the Municipal Alliance must *absent* themselves from any discussion and/or any voting on matters about which there may be a perceived and/or real conflict-of-interest (to include the Alliance's application for D.E.D.R. funds); this stipulation excludes local municipal government and local school district employees.
24. To assure that persons employed as Alliance staff demonstrate possession of appropriate credentials issued by the Addiction Professionals Certification Board of New Jersey, Inc., as follows:
 1. Full-time Alliance Coordinators shall possess at least the Associate Prevention Specialist (A.P.S.) credential.
 2. Part-time Alliance staff (except those in solely clerical positions) shall demonstrate either:
 - a. possession of the Associate Prevention Specialist (A.P.S.) credential.
 - b. being in the process of working toward possession of the Associate Prevention Specialist (A.P.S.) credential.
25. Municipalities should identify ONE primary risk factor and may identify two secondary risk factors for their activities.
26. To conduct prevention activities that adequately incorporate the "Definitions of the Principles of Effective [Prevention] Programs" and answer the questions in Item #36. Each proposed "model" prevention program as identified by the Federal Center for Substance Abuse Prevention or Federal Department of Education will be awarded five (5) bonus points in the application phase of the allocation process for 2006 DEDR funds. The County prefers other CSAP evidence-based projects (which are not "model"prevention programs) and/or other programs that incorporate "prevention principles"and answer questions in Item #36.

27. Each Alliance should develop a "Mission Statement."
28. Each Alliance should make effort to impact:
- a. The Environment
 - b. The System
 - c. Individuals
29. Alliances should be providing not just prevention activities (aimed mostly at INDIVIDUALS) but should also be implementing PREVENTION STRATEGIES (in order to impact the environment and the systems in a town).
30. Unallowable D.E.D.R. Expenditures:
- Equipment (except for computers, see #31)
 - Police Officer Salaries
 - Administrative (Expenditures for clerical and or administrative personnel unless specifically assigned to Alliance activities by job description).
 - Capital Improvements
 - Alcoholism and Drug Abuse Treatment Services (3 or more counseling sessions)
 - S.A.C. salary (Student Assistance Counselor or Substance Abuse Coordinator)
31. Conditionally Allowable D.E.D.R. Expenditures:
- a. One-Time Events/Performances/Activities: DEDR funds will be approved for such activities only if those activities (1) are part of municipality-sponsored special event(s); (2) held in observance of alcohol/drug awareness months/weeks; (3) conducted as an integrated part of an ongoing prevention program for a specific target population. The County believes that on-time events/performances/activities which are not part of a broader context of a coordinated continuum of prevention strategies, programs and projects have only limited impact; therefore, the one-time event/performance/activity will not be funded unless it falls into one of three categories listed above.
 - b. Promotional Items: a maximum of 25% of any one Municipal Alliance activity budget is allowable for promotional items; (Alcohol/drug informational literature for distribution is not considered "promotional").
 - c. Out-of- State Expenditures: The State and County prefer that providers of prevention services be New Jersey-based; the State and County believe that all facets of quality prevention services are available within New Jersey and should be the first place where Alliances look when making expenditure decisions. The State and County may approve out-of-state expenditures; applicants must demonstrate that proposed services are not available in New Jersey and the rationale for use of the proposed services.
 - d. Recreational Activities: DEDR funds may be used up to a maximum of 15% of the total DEDR grant amount for recreation activities (i.e. sports, entertainment, other leisure activities). DEDR funds will be approved only for recreation activities which are conducted as an integrated part of an ongoing prevention program for a specific population.
 - e. Computers: are allowable up to \$500.00.

- f. “Alternative” Activities as a Component of a Prevention Strategy: A program activity that does not involve a specific ATOD abuse education component, but engages youth in a healthy, positive, alcohol and drug-free activity during non-school hours, can be part of an effective prevention strategy in that it offers youth alternatives to less constructive activity, such as substance abuse. Alternative activity as a prevention strategy, however, is not enough to prevent substance abuse among youth, and will only be approved as an adjunct to primary prevention efforts. To be approved for funding, the activity must include key elements that have been shown to be effective in reducing young people’s vulnerability to abusing ATOD. The activities must focus on building skills among the participants, target youth who are most at risk, involve youth with caring adults, and must be ongoing rather than one-time events. Examples include mentoring programs, community service programs and ongoing, structured recreational activities.
- g. To assure that no more than 10% of the total D.E.D.R. grant money is spent for the “communications” strategy.
- h. DEDR funds are limited to \$100 per hour for consultant fees.
- i. DEDR funds may be used up to a maximum of 25% of the total DEDR grant amount for public education and public awareness activities and selected “alternative” and communication strategies, but only if the activity is demonstrated to be part of a more comprehensive prevention program. Included in this guideline: a maximum of \$500 is allowable for Project Prom, Project Graduation, DARE (supplies only), Red Ribbon Week and similar activities. Municipal Alliances must satisfactorily answer questions in Item #36 concerning each proposed activity.
- j. D.E.D.R. funds may be used up to a maximum 15% of the total D.E.D.R. grant amount for non-service activities (report preparation, writing of application, grant-writing, etc.), the total of which will not exceed \$3,500.
- k. Municipal employee salaries may be allocated as in-kind match but not as cash match except for a municipal Alliance Coordinator: if a portion of a municipal Alliance Coordinator’s salary and/or fringe benefits derives from non-D.E.D.R. sources, that portion may be allocated to cash match and/or in-kind match.
- l. Fringe benefit for appropriate employees may be allocated toward cash match.
- m. Travel expenses will be considered for funding but may be approved only for transporting participants to/from an Alliance activity.
- n. D.E.D.R. funds may be used up to a maximum of 25% of the total D.E.D.R. grant award for any single program or activity.
- o. D.E.D.R. funds may be used up to a maximum of 50% of the total DEDR grant amount for activities held in schools during the school-day. (After-school activities, being excluded from this guideline, should not be included in this amount and may be funded to higher amount).

32. The County prefers to provide funds for municipal Alliance projects which are part of a continuing plan of action for alcoholism/drug abuse prevention activities within a municipality.
33. The County prefers that municipal Alliances demonstrate at least one and preferably more activities using the "Policy" and "Enforcement" strategies: "unwritten community standards, codes, regulations and attitudes concerning alcohol and drugs."
34. The County prefers that municipal Alliances demonstrate several activities, programs and/or projects which would be categorized as "selected prevention" and/or "universal prevention."
35. The County prefers that municipal Alliances demonstrate programs and/or activities which focus on (a) public awareness of addictions and (b) advocacy for addiction prevention projects and addiction treatment services.
36. The degree to which the following questions are answered are the rationale for providing scoring during the evaluation of any prevention application.
 1. What is the identified Risk Factor that the program addresses?
 2. What indicator data (concrete information that supports identifying and prioritizing this risk factor) will be impacted on?
 3. How well is the identified population described?
 4. What outcome(s) does the program expect to accomplish?
 5. How is the outcome measured?
 6. How well is the program described? (What activities? How many participants? How many sessions? How long is each session?)
 7. What will be done to outreach to and recruit from the target population?
 8. What supportive information is attached? (Curriculum, consultant contracts, resumes, evidence of effectiveness of programs with similar populations, copies of materials used).
 9. How well are the budget costs spelled out and are they reasonable?
 10. How does the program fit with other programs already being offered?
 11. How will this program be carried out?
 12. How will continuous quality improvement strategies be incorporated?
37. Effective [Prevention] programs as defined (American Psychologist, June/July, 2003).

2008
PRIORITIZED ATOD COMMUNITY NEEDS
LONG BRANCH

<u>Risk Factors</u>	<u>Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in family households with children under 18 by 7.9% from 44.9 per 1,000 in 1990 to 52.9 per 1,000 in 2000. Increase in poverty rates for all ages by 2% from 14.7 in 1990 to 16.7 in 2000. Child abuse/neglect referrals rate for Monmouth County is higher than State 22.60/20.20. Substance abuse TX admission rates for Monmouth County higher than State 481.10/441.80. Alcohol TX admission rates rate for Monmouth County is higher than State 264.60/189.10	1
Favorable Attitudes Towards Drug Use	Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9. Monmouth County TX admissions under 18 are higher than State 7%/5%	2
Involvement with Criminal Justice System	Juvenile DUI arrest rate for Monmouth county is higher than the State .28/19. Monmouth County probation/parole rate is higher than State 32%/26%. Monmouth County Criminal Justice Referral rate is higher than State 26%/20%	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Consistent Rituals & Traditions	1

Oceanport

<u>Risk Factors</u>	<u>Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in households with children under 18 by 2.7% from 21.8 in 1990 to 24.5 in 2000. Increase in child poverty rates by 2.7% from 0.0 in 1990 to 2.7 in 2000. Increase in poverty rate for all ages by .7 from 2.0 in 1990 to 2.7 in 2000. Alcohol TX admissions in our Borough higher than County 42.9/29.2	1
Favorable Attitudes toward Drug Use	Increase in Median Household income by 29.6 from 55,125 in 1990 to 71,458 in 2000 Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9. Monmouth County drug abuse TX admission rates higher than State 481.10/ 441.80	2
Early first use	Monmouth County alcohol abuse TX admission rates higher than State 264.60/189.10. Monmouth County Juvenile DUI arrest rate is above the State .28/19	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Consistent Rules & Traditions	1

West Long Branch

<u>Risk Factors</u>	<u>Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in domestic violence 19.3% from 4.2 per 1,000 in 1990 to 5.0 per 1,000 in 2000. Increase in child abuse/neglect 52.2% from 6.6 per 1,000 in 1990 to 10.0 per 1,000 in 2000. Increase in households with children under 18 by 9.9% from 40.9 in 1990 to 50.8 in 2000. Increase in Drug TX admissions for Borough by 7% from 24.9 per 10,000 in 1990 to 26.6 per 10,000 in 2000	1
Favorable Attitudes Toward Drug Use	Increase in population by 7.4% from 7,690 in 1990 to 8,258 in 2000. Increase in population under 18 by 2.0% from 19.8 in 1990 to 21.8 in 2000. Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9 from Substance Abuse Overview	2
Early First Use	Monmouth County Juvenile arrest rate for DUI is higher than the State .28/19	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Strong Religious Affiliation	1

2008 DEDR: \$ 32,720

Cash Match: \$ 8,180

In-Kind: \$ 24,540

FAVORABLE ATTITUDE TOWARD DRUG USE

1. **Life Skills (SAMHSA Model Program):** Working in conjunction with Woodrow Wilson Tenants Association and Long Branch Housing Authority, Alliance Coordinator will implement 15 (1.5 hour) sessions of the Life Skills Training (LST) program to twelve (12) Middle School youth from 4:00 pm – 5:30 pm once a week at the Woodrow Wilson Community Center. The LST program will be offered to twelve (12) Middle School youth.

CSAP: Prevention Education

Funding: 1,500 DEDR 400 Cash Match 300 In-Kind

2. **JAM-Media Literacy:** Working in conjunction with Woodrow Wilson Tenants Association and the Long Branch Housing Authority, the Alliance Coordinator will implement 4 (1.5 hour) sessions of the JAM-Media Literacy Prevention Education program for twelve (12) Housing Authority youth 8-12 years of age once a week from 4:00 pm-5:30 pm. The Latch-Key Program Manager will invite Woodrow Wilson youth attending the Latch-Key program to participate in the JAM-Media Literacy program. The JAM-Media Literacy program will be offered to twelve (12) Long Branch youth.

CSAP: Prevention Education

Funding: 600 DEDR 0 Cash Match 300 In-Kind

3. **Adventure-Based:** The Alliance Coordinator, working in conjunction with Oceanport School District Health Educator, and the Monmouth County Parks System will coordinate four (4) 5 hour sessions of Adventure-Based prevention programs. The Programs will be held for two 7th grade classes; a total of sixty (60) students and two 8th grade classes; a total of sixty (60) students, attending the Maple Place School in Oceanport. The programs will be held during the school day at the Thompson Park site. (Consultant \$ 1,775 Monmouth County Parks)

CSAP: Prevention Education

Funding: 1,775 DEDR 450 Cash Match 0 In-Kind

4. **Project Alert:** Working in conjunction with the West Long Branch School District, the Alliance Coordinator will provide support to the Project Alert ATOD prevention education program offered to all 6th grade students attending Frank Antonides School by ordering supplies/program materials needed by Project Alert facilitators in the implementation of the Project Alert program.

CSAP: Prevention Education

Funding: 400 DEDR 100 Cash Match 0 In-Kind

FAMILY MANAGEMENT PROBLEMS

1. **Information and Referral Services:** Alliance Coordinator will disseminate information regarding ATOD prevention, education, and referral services to all community members served by the Coastal Monmouth Alliance.

CSAP: Prevention Education

Funding: 9,158 DEDR 0 Cash Match 0 In-Kind

2. **Safe Homes:** To provide parents/guardians with underage drinking, ATOD prevention information and alternatives to ATOD use.

CSAP: Prevention Education

Funding: 650 DEDR 0 Cash Match 0 In-Kind

3. **Every Person Influences Children [EPIC]:** To provide Long Branch residents with parenting and prevention information through the EPIC "Parenting of Young Children" and 1-6 (2 hour) sessions of the EPIC "Parenting of Adolescents" program. Sessions will be held in the evening from 7-9 pm at both the Woodrow Wilson Community Center and/or the Long Branch Middle School. The EPIC "Parenting of Young Children" program will be offered to twelve (12) Long Branch residents of children 5-10 years of age. The EPIC "Parenting of Adolescents" program will be offered to twelve (12) Long Branch residents of children 12-17 years of age. Residents of Oceanport with parenting and ATOD prevention information sessions. The two programs will be offered to a total of twenty-four (24).

CSAP: Prevention Education
Funding: 3,000 DEDR 332 Cash Match 200 In-Kind

4. **Talking with Kids About Alcohol and Drugs:** To present 1 (1.5 hour) session of ATOD prevention information entitled "Talking with Kids" to all Long Branch residents at the Woodrow Wilson Community Center from 7-8:30 pm.

CSAP: Prevention Education
Funding: 400 DEDR 0 Cash Match 200 In-Kind

5. **Project Prom:** The Alliance Coordinator will implement 2 (1.5 hour) ATOD prevention education programs to 400+ parents/guardians of junior & senior students during the school year; 1 (50 min) and 1 (1 hour) student ATOD prevention education programs before prom/graduation to all junior and senior students.

CSAP: Prevention Education
Funding: 500 DEDR 350 Cash Match 0 In-Kind

EARLY FIRST USE

1. **D.A.R.E.:** To provide support to the DARE program offered to four (4) 5th grade classes at Frank Antonides School and one (1) 5th grade class at St. Jerome School in West Long Branch and Maple Place School in Oceanport by ordering DARE supplies/program materials needed by DARE officers in the implementation of the DARE program.(\$ 900 supplies, \$ 500 in WLB, \$ 400 in Oceanport, \$ 400 personnel)

CSAP: Prevention Education
Funding: 900 DEDR 600 Cash Match 250 In-Kind

2. **CentraState Health Awareness Center:** To coordinate two (2) health awareness prevention education programs. The first Program "I'm Special" will be held for ninety-eight (98) Oceanport School District K-3 students at the Wolf Hill School in Oceanport. The second program is "Stress-Less for Kids" for eighty-five (85) 4th grade students in Oceanport. (Consultant \$ 800 CentraState Health Awareness Center) West Long Branch for one hundred eight (108) 7th grade students from the Frank Antonides (MS).

CSAP: Prevention Education
Funding: 800 DEDR 150 Cash Match 0 In-Kind

3. **B.A.B.E.S. (Beginning Awareness Basic Education Skills):** The BABES ATOD prevention education program is one component of the Health and Education curriculum implemented at the Wolf Hill School for 2nd and 3rd grade students. Through the BABES prevention education program, the Alliance Coordinator provides 2nd -3rd grade classes with ATOD prevention information.

CSAP: Prevention Education
Funding: 6,655 DEDR 0 Cash Match 225 In-Kind

INVOLVEMENT WITH CRIMINAL JUSTICE SYSTEM

1. **Positive Encounters for Females & Males:** To implement 8 (1.5 hour) sessions of the program for ten (10) males and ten (10) females 11-13 years of age (a total of twenty youth) once a week from 4-5:30 pm.

CSAP: Early Intervention
Funding: 1,500 DEDR 0 Cash Match 200 In-Kind

OTHER

2. **Alliance Coordination:** Report preparation, writing of application, grant-writing, etc. Monitor all Alliance programs and activities, attend County function, maintain media contacts and keep the Municipal Alliance Committee informed of ATOD trends. (Supplies for office \$1,382)

CSAP: Community-Based Planning Process
Funding: 4,882 DEDR 5,798 Cash Match 22,865 In-Kind

APPENDIX B
Final Approved Budget
2008

Long Branch

CATEGORY	2008 DEDR Funds	Municipal Matching Funds		TOTAL
		Cash	In-Kind	
PERSONNEL				
Alliance Coordinator Salary	\$ 26,963	\$ 0	\$ 0	\$ 26,963
Fringe	0	6,198	0	6,198
Personnel & Office supplies	1,382	0	24,290	25,672
CONSULTANT				
Centra State- Oceanport	\$ 800	\$ 150	\$ 0	\$ 950
Adventure-Based (Monmouth County Parks)	1,775	450	0	2,225
Project Alert	400	100	0	500
SUPPLIES				
DARE West Long Branch	\$ 500	\$ 500	\$ 125	\$ 1,125
Project Prom	500	350	0	850
DARE Oceanport	400	100	125	625
EPIC	0	332	0	332
TOTAL	\$ 32,720	\$ 8,180	\$ 24,540	\$ 65,440

APPENDIX C

SINGLE AUDIT COMPLIANCE REQUIREMENTS

1. Funding under this grant agreement is provided by the following sources:

Federal

Source	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	\$ _____

State

Source	D.E.D.R.	\$32,720.00	
	_____	\$ _____	
	_____	\$ _____	\$32,720.00

County

Source	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	\$ _____

Other

Source	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	\$ _____

Match Funding

Source	_____	\$ _____	
	_____	\$ _____	
	_____	\$ _____	\$ _____

TOTAL GRANT AGREEMENT **\$32,720.00**

2. Type of audit required:
 - a. Single Audit (\$500,000. or more) _____
 - b. Single Audit or Program Specific Audit (\$100,000. to \$499,999.) X
 - c. Single Audit or Program Specific Audit or Financial Statement Audit (\$0. to \$99,999.) _____

 3. Applicable Single Audit Provisions which apply to all grant agreements are listed below:
 - a. Single Audit Act of 1984, (P.L. 98.502) and any amendments thereto.
 - b. Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L. 104-156, under the authority of sections 503, 1111 and 7501 et.seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).
 - c. Federal Office of Management and Budget (OMB) document OMB Circular A-133, Single Audit Acts Amendments of 1996.
 - d. Federal Office of Management and Budget (OMB) document OMB circular A-133, revised June 27, 2003 (effective January 1, 2004).
 - e. New Jersey Department of the Treasury:
 - (1) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants and State aid.
 - (2) State Grant Compliance Supplement.

 4. The provisions of paragraph 9. of the grant agreement apply to all agencies.
 5. This appendix must be executed by the Chief Executive Officer and Chief Fiscal Officer.
- THE AGENCY AGREES TO COMPLY WITH THE TERMS AND REQUIREMENTS SET FORTH IN APPENDIX C.

Agency

Signature

Chief Executive Officer

Date

Signature

Chief Fiscal Officer

Date

APPENDIX D
BUSINESS ASSOCIATE AGREEMENT
BETWEEN THE
COUNTY OF MONMOUTH
AND
CITY OF LONG BRANCH

This Business Associate Agreement sets forth the responsibilities of the Business Associate and the County of Monmouth, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is a supplement to the Underlying Contract(s) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract(s).

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: "Agreement" shall mean this Business Associate Agreement.
 - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.

- g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
 - h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.
 - i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - j. *Underlying Contract(s)*: "Underlying Contract(s)" shall mean any agreements between Covered Entity and Business Associate which are covered by HIPAA.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract(s) and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract(s) and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract(s), or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract(s) and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract(s), or as Required by Law. In the event that the Underlying Contract(s) and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

5. *Duty to Mitigate.* Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract(s), within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.

13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract(s) to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or subcontractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or subcontractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity or the Business Associate.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract(s) and Business Associate Agreement

1. *Term.* This Agreement shall be effective upon execution and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract(s) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract(s).* Immediately terminate the Underlying Contract(s) and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract(s).*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract(s) for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

- b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

- 1. a. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability or preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
- b. Covered Entity shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Business Associate, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Covered Entity's use or misuse of PHI or from any action or inaction of Covered Entity or its officers, employees, agents or subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this

indemnification clause shall in no way limit the obligations assumed by Covered Entity under this Agreement, nor shall they be construed to relieve Covered Entity from any liability or preclude Business Associate from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Both Parties further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
3.
 - a. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agents, or subcontractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
 - b. Covered Entity shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Covered Entity, its employees, agents, or subcontractors, in the performance of the obligations assumed by Covered Entity pursuant to this Agreement. Covered Entity hereby releases Business Associate from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Covered Entity's performance of the obligations assumed by Covered Entity pursuant to this Agreement.
4. The obligations of both Parties under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract(s) and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract(s). The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B (11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract(s).
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate:

Name:

Address:

Telephone #:

Facsimile #:

Covered Entity:	COUNTY OF MONMOUTH
Name:	Charles D. Brown, III, Director Division of Mental Health and Addiction Services
Address:	M.C. Division of Mental Health and Addiction Services Department of Human Services P.O. Box 3000 Freehold, NJ 07728
Telephone #:	(732) 431-6451
Facsimile #:	(732) 866-3595

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

COUNTY OF MONMOUTH
Covered Entity

Business Associate

Signature

Signature

Lillian G. Burry
Printed Name

Printed Name

Freeholder Director

Title

Title

Date

Date

APPENDIX E

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this nondiscrimination clause.

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

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

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

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

Original

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

R# 123-08

**RESOLUTION FOR PURCHASE OF PROPERTY BY JAMES KEELLEN FOR
BELMONT AVENUE PROPERTIES**

WHEREAS, the City of Long Branch entered into a contract to purchase properties owned by James Keelen for the sum of \$2, 100,000.00 on the 13th day of February, 2008 as authorized by resolution number 50-08; and

WHEREAS, James Keelen has indicated that environmental remediation work needs to be done on the subject property, and

WHEREAS, a condition of closing of the property under the contract is that Mr. James Keelen is to provide all of the remediation work and the City is to close based upon a no further action letter the City received from the department of environmental protection and;

WHEREAS, the City of Long Branch has financing in place for the purchase by virtue of a bond ordinance and passed by ordinance number 3-08 and;

WHEREAS, James Keelen has requested that the City advance \$100,000.00 to James Keelen so that Mr. Keelen can expedite and pay for the remediation work ; and

WHEREAS, the \$100,000.00 would be treated as a loan by the City to Mr. James Keelen with interest at 6 % and;

WHEREAS, the \$100,000.00 plus interest would be deducted from the purchase price as security for the \$100,000.00 loan, the City would obtain a first mortgage on the properties owned by Mr. Keelen on Belmont Avenue; and

WHEREAS, Mr. Keelen would pay all of the City's expenses for the legal fees necessary for the preparation of the Note, the Mortgage and the filing and recording of same in an amount not anticipated to exceed \$1500.00; and

WHEREAS, the cost of the title work necessary to ensure the City of Long Branch in having a first mortgage on the property would be borne by Mr. Keelen.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch, and the Chief Financial Officer, the Business Administrator, and the City Attorney are hereby authorized to take all steps necessary to enable the City to loan \$100,000.00 to Mr. James Keelen with interest

of 6 % per annum based upon James Keelen executing a Note, and Mortgage, and first mortgage on all of the subject properties owned by Mr. Keelen;

NOW, THEREFORE, BE IT RESOLVED that Mr. Keelen shall be responsible for the cost of the title search;

NOW, THEREFORE, BE IT RESOLVED that the legal fees shall be paid for from the proceeds of the Note by Mr. Keelen;

NOW, THEREFORE, BE IT RESOLVED that a copy of this resolution be provided to Mr. Keelen through his attorney, Michael Kasanoff;

NOW, THEREFORE, BE IT RESOLVED the City attorney shall report to the Mayor and Council as to the date of the closing and provide copies of the closing documents to City clerk as well as the chief financial officer;

NOW, THEREFORE, BE IT RESOLVED that based upon this loan that the City anticipates closing this transaction upon the approval by the Department of Environmental Protection of a no further action letter.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

R# 124-08

RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT

PROJECT: Beatrice Alexander
BLOCK: 268
LOT: 20

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the application has been withdrawn, and,

WHEREAS the applicant has requested the release of unused escrow deposit funds, and,

WHEREAS the City Planning Personnel have reviewed said request and have recommended release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the escrow funds in the amount of \$1,135.44, plus accrued interest if applicable, to:

Beatrice Alexander
58 North Fifty Ave.
Long Branch, NJ 07740

R# 125-08

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on April 8, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this _____ day of _____, 2008

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 8, 2008. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

4 Connections	Monthly Lease of Dark Fiber - April 2008 - IT-Administration	1,500.00
A & L Auto Repair	Towing - PD #45 - 1/3/2008 - DPW	30.00
A T & T	Utilities - Telephone - 3/9/2008 - Various Locations	34.40
A.M. / P.M. Services	White Collar Seminar - 3/28/08 - Irene Joline & Kathy Schmeltz - City Clerk's Office	198.00
A.R. Communications	Program (4) Radios - Fire Dept.	80.00
Allied Diesel Service Corp.	Water Pump - Fire #25-5-75 - Fire Dept.	149.00
Ambassador Medical Services	Drug Testing - January / February 2008 - Drug & Alcohol	394.00
American Red Cross	CPR Training for Fire Dept. Personnel - 3/5-3/18/2008 - Fire Dept.	265.00
ASCAP	License Fee for Music for Special Events - 1/1-12/31/2008	294.00
Atlantic Detroit Diesel	Service Call on Truck #25-4-75 - Fire Dept.	415.86
Atlantic Plumbing Supply	Plumbing Materials for Building Dept. Renovations & Library	42.60
Atlas Ladder & Scaffolding	Misc. Equipment for Facilities Dept.	758.00
Be Our Guest Entertainment	Entertainment for Social/Dance - 3/27/2008 - Senior Affairs	250.00
Be Our Guest Entertainment	Entertainment for Valentine's Day Party - 2/17/2008 - Senior Affairs	250.00
Beverly Baxter	Ceramic Instruction - February 2008 - Senior Affairs	562.50
Beyer Bros. Corp.	Misc. Parts - PD #25-18 & LBF #1 - DPW	741.20
Boro Printing	Tow Books - Police Dept.	376.00
CCC Heavy Duty Truck Parts	Misc. Parts - PW #144 - DPW	226.41
CDWG	Misc. Computer Supplies - Traffic Dept. / IT-Administration	590.00
Centrastate Medical Center	Health Program - 3/18-3/19/08 - West Long Branch School - Coastal Monmouth Alliance	500.00
Century Office Products	Copier Maintenance - March / May 2008 - Various Depts.	7,306.00
City of Long Branch Clearing Account	Reimburse Clearing Account	282,235.45
City of Long Branch Clearing Account	Reimburse Clearing Account	484,425.85
City of Long Branch Clearing Account	Reimburse Clearing Account	1,217.81
City of Long Branch Clearing Account	Reimburse Clearing Account	952,834.80
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	32,612.88
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	920,221.92
Clayton Block	Drainage Materials - January 2008 - DPW	111.82
CMF	Copier Paper - Police Dept. / Purchasing Dept.	1,113.16

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Comcast Online	Internet Provider Services - 3/16-4/15/2008 - City Network	*	169.95
Comp USA	Various Computer Supplies for IT Dept.		245.00
Complete Security Systems	Central Station & Fire Alarm Monitoring at Senior Center - February & March 2008 - DPW		678.88
Conte's Car Wash	Motorcycle / Car Wash Contract - March 2008		1,188.50
Cooper Power System	Maintenance Agreement - City Hall Generator - 5/1/2008-4/30/2009 - DPW	*	1,995.00
CWA Local 1034, Branch 4	Dental & Vision - April 2008		5,600.00
Davtech	Misc. Equipment for DWI Breathalyzer Testing - Police Dept.		561.52
Dell Computer Corp.	Media Center Case for Video Camera Monitoring - IT-Administration		175.46
Down To Earth Landscaping	Park Development of Broadway Park & Bandshell - 3/5/2008		30,396.66
Eatontown TV & Appliance	TV Mount for PW #25-86 - DPW		124.99
Eatontown TV & Appliance	Refrigerator for Forensics Lab - Police Dept.		95.00
Edwards Tire	Tires for Police Dept.		1,559.28
Efinger Sporting Goods	Ice Packs for Indoor Soccer Program - Recreation Dept.		35.85
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW		1,533.81
Fax Express	Toner for Switchboard Fax Machine		204.59
Fleetsource	Rebuild Starter - PW #215 - DPW		274.16
Fort Dearborn Life Insurance	Life Insurance - April 2008	*	1,317.20
G & M Trophy	Awards for Holy Trinity All Stars Basketball Team - Recreation Dept.		497.00
Gagliano Appraisal	2007 Tax Appeals - February / March 2008		10,673.33
Gann Law Books	(8) NJ Police Manuals 2008 Edition - Police Dept.		346.25
General Sales Admin. T/A Major Police Supply	Misc. Parts for New Fire Chiefs Vehicle - Fire Dept.		4,410.67
Grainger	Misc. Equipment & Supplies - DPW / Fire Dept.		164.90
Graybar	Electrical Materials for Welder at DPW		142.67
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Development - February 2008		2,820.65
Health Net of New Jersey	Health Benefits - April 2008	*	85,027.94
Hilsen Termite & Pest Control	Integrated Pest Control - March 2008 - Health Dept.		345.00
Hoover Truck Centers	Misc. Parts - Fire #25-6-75 - DPW		1,306.90
Horizon Blue Cross Blue Shield	Health Benefits - April 2008	*	259,336.48
Horizon Blue Cross Blue Shield	Dental Benefits - April 2008	*	17,107.15
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #30 - DPW		550.00
International Salt	Agriculturally Treated Salt - 3/3-3/5/2008		14,068.12
Jamm Printing	Printed Forms for Fire Prevention		300.00
Jersey Access Group	2008 Membership Dues - 1/1-12/31/2008 - L.B. Cable Commission		100.00
Jersey Central Power & Light	Utilities - Electric - 1/31-3/18/2008 - Various Locations	*	42,162.49
Jesco	Oil/Fuel Filter - (Street Sweeper) PW #19 - DPW		92.25
Joann Fabrics & Crafts	Supplies for Various Events - March 2008 - Senior Center	*	225.36
John Duffy Fuel Co.	Diesel Fuel - 3/10/2008 - DPW		14,084.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

John's Auto & Truck Repair	Towing - PD #3 - 2/25/2008 & Misc. Parts for Truck #25-76 - DPW / Fire Dept.	3,072.83
Kahlil Carmichael	Cardiosculpt Class Instruction - 3/7-3/24/2008 - Senior Affairs	150.00
Kleeners Warehouse	Janitorial Supplies for Fire Dept.	158.36
Lomunro, Davison, Eastman & Munoz	Legal Services Rendered - Bond Counsel - March 2008	550.00 Pymt #1
Long Branch Board Of Education	Annual Fee - City Share of Switch Maintenance Cost for WAN - 7/1/06-6/30/07	19,000.00
Lowe's Credit Services	Various Building Materials - Various Depts.	798.95
Monmouth Cnty Assessor's Assn.	Registration - 2nd Annual Conference - W. Fitzpatrick & M. Lynch - Tax Assessor's Office	120.00
Monmouth Cnty Board of Taxation	2008 Notification of Assessment Cards - Tax Assessor's Office	2,370.50
Monmouth Cnty Police Academy	Registration - Basic Course for Police Officers - 1/22-6/20/08 - George Olski - Police Dept.	750.00
Monmouth Cnty Traffic Officers Assn.	2008 Agency Dues - Lt. N. Bucciero/P.O. T. Hueston/P.O. C. Simonelli - Police Dept.	25.00
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 2/18-2/29/2008 - DPW	32,084.50
Monmouth Municipal Judges Assoc.	2008 Annual Dues - George Cieri - Municipal Court	150.00
Motorola C & E	Various Radio Equipment - Police Dept. / Fire Dept.	3,927.20
New Jersey American Water	Utilities - Water - 2/6-3/10/2008 - Various Locations	1,373.36
New Jersey Natural Gas	Utilities - Gas - 2/11-3/11/2008 - Various Locations	6,875.98
New Jersey State Assoc. of Chiefs of Police	Registration - Alcoholic Beverage Laws Seminar - 3/24-3/25/08 - Sgt. Chaparro - Police Dept.	60.00
NHSCA	(17) Entry/Insurance Fees - High School Wrestling Nationals - 3/25-3/30/08 - Recreation	765.00
NJ Fire Equipment	Repair (5) Air Packs - Fire Dept.	355.75
P L Custom Body	Misc. Parts - PW #25-86 - DPW	1,250.00
Pat Krosnicki	Mileage Reimbursement - Difference from Previous Paid Mileage Rate in 2007 - Senior Center	422.04
Petro King Service	Misc. Equipment for Maintenance on Gasoline Tanks at DPW	1,708.00
Phoneware Limited	Annual Support for Interface Software for Phone System - 2/23/08-2/22/09	437.00
Photo Center of Brick	Camera Equipment & Supplies - OEM	999.96
Registrars' Assoc. of NJ	2008 Membership Dues - A. Towns/L. Hurden/T. Brown - Health Dept.	75.00
Ricoh Corp.	Annual Maintenance for Copier - 3/1/08-2/28/09 - Building Dept.	1,035.00
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW	614.50
Roland Outlet.com	Vinyl Cutter for Traffic Dept. / Police Dept.	2,655.00
Ronald McDonald House	Full Page Ad for 2008 Annual Gala - Mayor's Office	250.00
Saker Shoprites	Food for Dance & St. Patrick's Day Party - 3/14 & 3/27/2008 - Senior Affairs	194.76
Sanitation Equipment Corp.	Misc. Parts - Sanitation #60 - DPW	222.34
Satellite Self Storage	Storage Fees - Delores Smith - April 2008 - School Project - Community Dev.	518.00
Scoles Floorshine Industries	Janitorial Supplies for Fire Dept.	32.38
Seaboard Welding Supply	Welding Supplies & Industrial Gases - February 2008 - Municipal Garage	97.00
Semcor Equipment & Manufacturing Corp.	Scaffold Rental for Detective Bureau - 1/9-2/25/2008 - DPW	450.00
Shared Technologies	Telephone Maintenance - 1/1-3/31/2008 - Various Locations	3,416.32
Sherwin Williams	Paint for DPW Vehicles	279.69
Snap-On Industrial	Misc. Tools / Equipment - DPW	3,187.46

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/7-3/13/2008 - School Project - Community Dev.	*	297.50
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 2/29-3/6/2008 - School Project - Community Dev.	*	297.50
Suresource	Paper for OEM		119.85
Tactical Link	Slings for Shotguns - Police Dept.		597.15
Ted Lewis	Architect's Fee for Existing Conditions Plan for Municipal Court		1,500.00
Treasurer, State of NJ - Div. Of Fire Safety	NJ Uniform Fire Code Subscription - Kevin Hayes - Fire Prevention		30.00
Trico Equipment	Misc. Automotive Parts - PW #55 - DPW		57.04
Tropicana Casino & Resort	Reservation - NJEHA Conference - 3/2-3/4/2008 - Jennifer Smith - Health Dept.		192.00
Tuzzio's	Food for All Star Youth Basketball Game & Coaches' Meeting - 3/15 & 3/20/08 - Recreation		270.00
Uji Northern New Jersey	Registration - Seminar - 3/25/2008 - Jeffrey Nadell - Mayor's Office		30.00
UMDNJ-Office of Public Health Practice	Registration - Lead Inspector Course - 3/20/2008 - David Roach - Health Dept.		175.00
United Parcel Service	Ground Transportation - Police Dept.		35.56
Up-Tite Fasteners	Misc. Tools / Equipment - DPW		25.50
Verizon	Utilities - Telephone - 3/1-3/11/2008 - Various Locations	*	10,180.27
Verizon Wireless	Laptop Service - 3/12/2008 - Various Depts.	*	1,658.52
Verizon Wireless	Cell Phone Service - 3/16/2008 - Various Depts.	*	2,103.02
Vision Service Plan	Vision - April 2008	*	1,352.78
Volvino's	Food for St. Patrick's Day Party - 3/14/2008 - Senior Affairs		500.00
W E Timmerman	Misc. Parts - (Street Sweeper) PW #90 - DPW		730.27
W.B. Mason	Various Office Supplies - Various Depts.		1,043.13
Warnock Fleet & Leasing	Electronics for New Vehicles - Police Dept.		1,969.59
Warshauer Electric Supply	Electrical Materials for OEM Bay & City Hall Building		329.21

TOTAL CURRENT

3,303,579.44

City of Long Branch Clearing Account	Reimburse Clearing Account	*	20,877.25
City of Long Branch Clearing Account	Reimburse Clearing Account	*	297.50
City of Long Branch Clearing Account	Reimburse Clearing Account	*	297.50
Garden State Office Systems & Equipment	Filing Systems for Building Construction Office		51,337.99
Gateway Companies	(2) Computers for Payroll Dept.		1,556.50
Satellite Self Storage	Storage Fees - Delores Smith - April 2008 - School Project - Community Dev.		518.00
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/7-3/13/2008 - School Project - Community Dev.	*	297.50
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 2/29-3/6/2008 - School Project - Community Dev.	*	297.50

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CAPITAL

City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,487.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,488.90
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,492.90
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	*	332.72
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	*	4,312.98
Fort Dearborn Life Insurance	Life Insurance - April 2008	*	2.94
Geese Chasers	Geese Maintenance Control - March 2008	*	645.66
Health Net of New Jersey	Health Benefits - April 2008	*	1,255.27
Horizon Blue Cross Blue Shield	Health Benefits - April 2008	*	1,896.86
Horizon Blue Cross Blue Shield	Dental Benefits - April 2008	*	188.06
Long Branch Animal Hospital	Veterinary Services - January & February 2008	*	1,721.00
Verizon Wireless	Cell Phone Service - 3/16/2008 - Animal Control	*	114.31
Vision Service Plan	Vision - April 2008	*	31.46
			Pymt #1-2

75,479.74

TOTAL DOG

Barbara Heggie	Choral Instruction - 2/11/2008 - Senior Affairs / Community Dev.	*	25.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,431.63
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,019.49
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,327.17
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	*	380.68
City of Long Branch Payroll Agency	Payroll Dated 3/20/2008	*	4,946.49
Conte's Car Wash	Car Wash Contract - March 2008	*	77.10
Fort Dearborn Life Insurance	Life Insurance - April 2008	*	9.80
Health Net of New Jersey	Health Benefits - April 2008	*	1,255.27
Horizon Blue Cross Blue Shield	Health Benefits - April 2008	*	1,572.74
Horizon Blue Cross Blue Shield	Dental Benefits - April 2008	*	156.16
NJ State League of Municipalities	Exhibition Booth for League of Municipalities - 11/17-11/20/2008	*	1,400.00
Skip's Sports	Jerseys & Basketballs for Recreation All Star Game - Community Dev.	*	810.00
Vision Service Plan	Vision - April 2008	*	25.52

19,970.06

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL HUD

23,837.05

Charles Pratt/Ken Eagle - Eagle Building Syster RCA Housing Re-Hab Program - 25 North Fifth Ave. - Community Dev.	*	33,071.00	
City of Long Branch Clearing Account	*	49,097.26	
City of Long Branch Clearing Account	*	38,603.60	
City of Long Branch Clearing Account	*	8,375.00	
City of Long Branch Clearing Account	*	7,236.68	
City of Long Branch Payroll Agency	*	8,000.28	
City of Long Branch Payroll Agency	*	188.80	
City of Long Branch Payroll Agency	*	7,047.88	
Fort Dearborn Life Insurance	*	0.98	
Greenbaum, Rowe, Smith & Davis		741.00	Pymt #2
Greenbaum, Rowe, Smith & Davis		78.00	Pymt #2
Health Net of New Jersey	*	1,803.43	
Horizon Blue Cross Blue Shield	*	78.08	
Joy Anderson	*	200.00	
Lincoln Service & Equipment	*	3,369.50	
Monmouth County SPCA	*	8,375.00	
Vision Service Plan	*	12.76	

TOTAL TRUST OTHER

166,279.25

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE