

BOROUGH OF STONE HARBOR
ORGANIZATION MEETING – JANUARY 2, 2013

- 1. Meeting Called to Order by Councilmember Mastrangelo:**
- 2. Roll Call**
- 3. Notice Concerning Open Public Meetings Law**
- 4. Invocation**
- 5. Salute to Flag**
- 6. Reading of Election Results**
- 7. Swearing in of Mayor and Councilmembers**
- 8. Nominations for President of Council**
- 9. Nominations for Council Representative on the Planning Board**
- 10. Robert's Rules of Order**
- 11. Standing Committees**
Non-Board Appointments
Board Appointments
- 12. Hearing of the Public**
- 13. Resolutions**
 - (Administrative/Operational Resolutions)**
 - a. Official Newspapers
 - b. 2013 Meetings Dates
 - c. 2013 Dates for Parking Meters
 - d. 2013 Trash Collection Schedule
 - (Financial Management Resolutions)**
 - e. 2013 Temporary Budget
 - f. 2013 Depositories
 - g. Certification of Receipt of Materials
 - h. Authorizing Tax Assessor to File Regular Appeals on Behalf of the Borough
 - i. Fixing Rate of Interest to be Charged for Non-Payment of Taxes
 - j. Transfer 2012 Real Estate Tax Payments to 2013
 - k. Authorizing Contracts Below the Bid Limit Without Public Advertising
 - l. Authorizing Small Contracts Without Soliciting Competitive Quotations
 - (Legal Professional Resolutions)**
 - m. Appointment of Borough Solicitor and Municipal Prosecutor/Award Contract
 - n. Appointment of Bond Counsel/Award Contract
 - o. Appointment of Public Defender/Award Contract
 - p. Appointment of Labor Counsel/Award Contract
 - (Professional Resolutions)**
 - q. Appointment of Risk Management Consultant/Award Contract
 - r. Appointment of Borough Auditor/Award Contract
 - s. Appointment of Network Engineer/Award Contract
 - (Other Resolutions)**
 - t. Exempting Certain Utility Charges
 - u. Accepting Stone Harbor Fire Company Stipend Policy
 - v. Authorizing Participation in the Cape May County Litter Abatement Partnership Program
 - w. Appointing Atlantic County Municipal Joint Insurance Fund Commissioner and Alternate Fund Commissioner
 - x. Appointing Public Agency Compliance Officer
 - y. Approving Volunteer Members of Special Committee for Recommendation of Programs at the Stone Harbor Branch of the Cape May County Library

14. Ordinances

a. Salary Ordinance – Introduction

b. Amending Time for Annual Organization Meeting - Introduction

15. Communications

16. Comments from Mayor and Councilmembers

17. Hearing of the Public

18. Motion to Pay the Bills

19. Motion to Adjourn

2013 COMMITTEE ASSIGNMENTS

ADMIN & FINANCE	Barry D. Mastrangelo, Chairman Al Carusi Joan Kramar
PUBLIC WORKS	Joan Kramar, Chairman Barry Mastrangelo Karen Lane
BEACH & RECREATION	Judy Davies-Dunhour, Chairman Joan Kramar Joselyn Rich
PUBLIC SAFETY	Al Carusi, Chairman Barry D. Mastrangelo Judy Davies-Dunhour
NATURAL RESOURCES	Joselyn Rich, Chairman Al Carusi Karen Lane
UTILITIES	Karen Lane, Chairman Judy Davies-Dunhour Joselyn Rich

NON-BOARD APPOINTMENTS 2013

Borough Administrator	Jill A. Gougher
Borough Clerk	Suzanne C. Stanford
Deputy Borough Clerk	Lisa Stefankiewicz
Municipal Assessment Certification Officer	Suzanne C. Stanford
Director of Finance	James G. Nicola
Tax Search Officer	Deborah Candelore
Construction Official	Michael Koochembere
Director of Public Works	Gregory Sheeran
Recycling Coordinator	Linda Horvat
Clean Comm Act Coordinator	Linda Horvat
Deputy OEM	Roger Stanford
Zoning Officer	Joanne Mascia
Municipal Court Administrator	Deborah Scott
Deputy Court Administrator	Laura Neeld
Uniform Fire Code Official	Roger Stanford
Fire Inspector	Michael R. Scheeler
Fire Inspector	Roger Stanford
Registrar of Vital Statistics	Suzanne C. Stanford
Deputy Registrar	Lisa Stefankiewicz
Beach Patrol Captain	Stephen Bosacco
Beach Tag Supervisor	Susie Voll
Recreation Director (summer & winter)	Van Cathcart
Art & Craft Show Director	John Atwood
Tourism Director	Liz Hargett

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the Cape May County Herald and the Press of Atlantic City are designated as official publications for local advertising for the Borough of Stone Harbor during the year 2013.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

b

RESOLUTION

A RESOLUTION ESTABLISHING MEETING DAYS
IN THE BOROUGH OF STONE HARBOR
FOR THE MAYOR AND MEMBERS OF COUNCIL

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the following dates and times have been established as meeting dates for the governing body during the year 2013. Legal action may be taken at these published meetings.

January	2nd (7:00 pm) 15th (4:30 pm)	July	2nd (4:30 pm) 16th (4:30 pm)
February	5th (4:30 pm) 19th (4:30 pm)	August	6th (4:30 pm) 20th (4:30 pm)
March	5th (4:30 pm) 19th (4:30 pm)	September	3rd (4:30 pm) 17th (4:30 am)
April	2nd (4:30 pm) 16th (4:30 pm)	October	1st (4:30 pm) 15th (4:30 pm)
May	7th (4:30 pm) 21st (4:30 pm)	November	5th (4:30 pm) 19th (4:30 pm)
June	4th (4:30 pm) 18th (4:30 pm)	December	3rd (4:30 pm) 17th (4:30 pm)
		January 7, 2014	(4:30 pm)

BE IT FURTHER RESOLVED that a complete list of these dates and times to be published in the newspaper and posted according to law.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

DATES FOR PARKING METERS - 2013

WHEREAS, Section 391-7 of the Revised General Ordinances 2005 of the Borough of Stone Harbor provides that the Borough shall have the right to set the dates that the parking meters are operational;

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor that meters will be in operation from Tuesday, May 1, 2013 through Monday, October 1, 2013.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

TRASH COLLECTION SCHEDULE 2013

WHEREAS, Section 466-4, Collections – Frequency, of the Revised General Ordinances of the Borough of Stone Harbor 2005 provides that the Borough shall have the right to set the dates for trash collection;

NOW, THEREFORE, BE IT RESOLVED, by the Members of Council of the Borough of Stone Harbor that the following schedule will be in effect for the year 2013:

Solid Waste/Recycle Winter/Summer Schedule

Winter Schedule	January 1, 2013 through June 15, 2013
Summer Schedule	June 16, 2013 through September 14, 2013
Back to Winter Schedule	September 15, 2013 through December 31, 2013

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

A RESOLUTION PROVIDING TEMPORARY APPROPRIATIONS FOR THE YEAR 2013

WHEREAS, N.J.S. 40A:4-19 of the Local Budget Act provides that where any contracts, commitments of payments are to be made prior to the adoption of the 2013 budget temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided, and

WHEREAS, the date of this Resolution is within the first 31 days of January, 2013 and

WHEREAS, 26.25% of the total appropriations in the year 2012 budget, exclusive of any appropriation made for the relief of the poor and interest and redemption charges in the 2012 budget is the sum of \$2,657,769.79 for current expenses; and \$551,811.49 for the dedicated section of the Water and Sewer Budget which is more than the amount required, now

BE IT RESOLVED that the following appropriations be made and that a certified copy of this Resolution be transmitted to the Chief Financial Officer for his records:

1. GENERAL GOVERNMENT

General Administration	
Salaries & Wages	23,000
Other Expense	10,000
Mayor and Council	
Salaries & Wages	15,000
Other Expenses	4,000
Municipal Clerk	
Salaries & Wages	47,600
Other Expenses	6,000
Financial Administration	
Salaries & Wages	36,000
Other Expenses	13,000
Assessment of Taxes	
Salaries & Wages	13,500
Other Expense	4,500
Collection of Taxes	
Salaries & Wages	15,000
Other Expense	3,500
Legal Services & Costs	
Other Expense	35,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 2

RESOLUTION

Engineering Services	
Other Expenses	7,000
Construction Code Official	
Salaries & Wages	46,000
Other Expenses	3,000
Zoning Board Costs	
Salaries & Wages	9,500
Other Expenses	2,500
Planning Board	
Salaries & Wages	3,000
Other Expenses	7,000
Insurance	
Group Insurance	350,000
Other Insurance	120,000
2. PUBLIC SAFETY	
Fire	
Other Expense	52,000
Police	
Salaries & Wages	400,000
Other Expense	25,000
Prosecutor	
Salaries & Wages	5,000
Uniform Fire Code Official	
Salaries & Wages	24,500
Other Expenses	3,100
Office of Emergency Management	
Salaries & Wages	4,000
Other Expenses	2,000
Municipal Court	
Salaries & Wages	35,000
Other Expenses	4,000
Natural Resources	
Other Expenses	12,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 3

RESOLUTION

3. PUBLIC WORKS

Public Works	
Salaries & Wages	200,000
Other Expenses	35,000
Solid Waste Collection	
Salaries & Wages	145,000
Other Expenses	50,000
Public Buildings and Grounds	
Other Expenses	40,000

4. HEALTH AND WELFARE

Board of Health	
Salaries & Wages	100
Other Expense	700
Dog Regulation by Contract	5,000
Safety Compliance	7,000

5. RECREATION AND EDUCATION

Beach	
Salaries & Wages	5,000
Other Expense	15,000
Parks & Playgrounds	
Salaries & Wages	15,000
Other Expense	25,000
Arts & Craft Show	
Salaries & Wages	5,000
Other Expenses	10,000
Special Events	
Salaries & Wages	10,000
Tourism	
Salaries & Wages	10,000
Other Expenses	22,000

6. UNCLASSIFIED

Longevity Pay for Employees	3,000
utilities	
Electricity	40,000
Street Lighting	30,000
Telephone	20,000
Gasoline	50,000
Statutory Expenditures	
Social Security	100,000
Unemployment Compensation Insurance	10,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

Page 4

RESOLUTION

8. OPERATIONS EXCLUDED FROM CAP

9. MUNICIPAL DEBT SERVICE

Interest on Bonds	240,000
Capital Improvement Fund	75,000
GRAND TOTAL GENERAL GOVERNMENT	2,508,500

SEWER AND WATER UTILITY

1. OPERATIONS	
Salaries & Wages	111,000
Other Expenses	120,000
Cape May County MUA	300,000
2. DEBT SERVICE	
Interest on Bonds	65,000
3. STATUTORY EXPENDITURES	
FICA	7,000
Unemployment Insurance	1,000
GRAND TOTAL SEWER AND WATER	\$604,000

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2013

.....
Borough Clerk

The above resolution approved this day of, 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the official depositories of the Borough of Stone Harbor funds for the year 2013, are Sturdy Savings Bank, New Jersey Cash Management Fund, PNC Bank, Cape Savings Bank, Bank of America, TD Bank, Sovereign Bank , First Bank of Sea Isle City and MBIA Municipal Investors Service Corporation.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the Director of Finance/CFO be and he is hereby appointed to be the person required to make or cause to be made by the persons having knowledge thereof, the certification of the receipt of materials, supplies and equipment of the services rendered on all vouchers for payment of Municipal Funds as required by 40A:5-16.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

H.

RESOLUTION

WHEREAS, by a directive from the County Board of Taxation pursuant to N.J.A.C. 18:12A-1(c), all tax appeals submitted to the Cape May County Board of Taxation by the Tax Collector, Tax Assessor, or Solicitor on behalf of the Borough of Stone Harbor must be authorized by Resolution of Borough Council for the Tax Year 2013; and,

NOW, THEREFORE, BE IT RESOLVED by Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey as follows:

1. Borough Council hereby authorizes the Tax Assessor to file Tax Appeals on behalf of the Borough whenever he feels it is in the best interest of the Borough to do so. The Tax Assessor shall have the right to terminate and/or settle, by Stipulation or otherwise, any such Tax Appeals that he shall institute.
2. The Borough Solicitor is hereby authorized to institute any Tax Appeals on behalf of the Borough requested by the Tax Assessor and, with the Tax Assessor's concurrence, to terminate and/or settle by Stipulation or otherwise, any such Tax Appeals that he shall institute.
3. The Borough Solicitor shall have the right to institute Tax Appeals on behalf of the Borough at the request of the Mayor and Borough Council and shall have the authority to terminate or settle any such appeal with the consent of Mayor and Borough Council by Stipulation or otherwise.
4. The Borough Solicitor and the Tax Assessor shall have the joint right and obligation to defend Tax Appeals brought on behalf of taxpayers, and they shall jointly have the authority to settle, by Stipulation or otherwise, any such Tax Appeals.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to forward a certified copy of this Resolution to the Cape May County Board of Taxation and to furnish copies of same to the Borough Tax Assessor, Tax Collector and Solicitor.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

I.

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, that the interest penalty for delinquent taxes shall be 8% per annum of the first \$1,500.00 of the delinquency, and 18% per annum on any amount in excess of \$1,500.00 on each parcel of land by block and lot, and

BE IT FURTHER RESOLVED that no interest shall be charged if payment of any installment is made within ten (10) calendar days after the date on which same is payable, said ten (10) calendar days to be straight calendar days and if the tenth day falls on a Saturday, Sunday or legal holiday, then the grace period shall extend to the next business day, and

BE IT FURTHER RESOLVED pursuant to N.J.S.A. 54:4-67 that an additional penalty of 6% shall be charged against any property with a delinquency related to taxes and/or any other municipal charges in excess of \$10,000.00 which remains in arrears beyond December 31 of each prior year.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

**A RESOLUTION TO TRANSFER 2012 REAL ESTATE
TAX PAYMENTS TO 2013**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that upon recommendation of the Tax Collector, the overpayments for the year 2012 be transferred to 2013 (with the exception of overpayments and underpayments of \$10.00 or less which are hereby cancelled by the authority of State Statute).

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

K.

RESOLUTION

AUTHORIZING CONTRACTS BELOW THE BID LIMIT WITHOUT
PUBLIC ADVERTISING

WHEREAS, N.J.S.A. 40A:11-3 provides that all contracts for the performance of work or for hiring materials or supplies, the cost of which is less than the bid limit described therein, which as of this date is \$36,000 need not be publicly bid; and

WHEREAS, from time to time the Borough will desire to enter into contracts less than \$36,000; and

WHEREAS, N.J.S.A. 40A:11-3 further requires that these contracts be approved by resolution, either individually or by general authorization.

NOW, THEREFORE, BE IT RESOLVED on January 4, 2013 by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the appropriate Borough officials are hereby authorized and empowered to enter into contracts for the performance of work or the furnishing or hiring of materials or supplies, in amounts less than \$36,000 as of this date, without the necessity of public bidding, in accordance with the Borough's regulations and guidelines.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

AUTHORIZING SMALL CONTRACTS WITHOUT SOLICITING COMPETITIVE QUOTATIONS

WHEREAS, N.J.S.A. 40A:11-6.1 c. provides that when authorized by resolution of the governing body, all contracts that are in the aggregate less than 15% of the bid threshold, may be awarded by the contracting agent without soliciting competitive quotations; and

WHEREAS, the bid threshold as of this date is \$36,000, so that 15% thereof is \$5,400; and

WHEREAS, it is deemed to be in the best interest of the Borough of Stone Harbor that small contracts like this be awarded without competitive quotations.

NOW, THEREFORE, BE IT RESOLVED on January 4, 2013 by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that such contracts in the aggregate in the amount of \$5,400 or less may be awarded as of this date by the contracting agent without obtaining competitive quotations.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

RESOLUTION AUTHORIZING APPOINTMENT OF THE MUNICIPAL ATTORNEY UNDER THE “NONFAIR AND OPEN” PROCESS

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:11 *et seq.* to enter into contracts for “Professional Services” without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body and the contractor submits certain disclosures in accordance with the “fair and open” process; and

WHEREAS, limiting the influence of campaign contributions on municipal appointments is an important policy of the Borough and the “nonfair and open” process prevents any professional from contributing more than \$300 to any local political party or campaign; and

WHEREAS, the required pay-to-play disclosures are on file with the Borough Clerk as required by law; and

WHEREAS, the Borough of Stone Harbor is mandated by state statute to appoint a Municipal Attorney and a Municipal Prosecutor and the law specifically allows for these posts to be filled by the same attorney. The law also requires that municipalities designate litigation counsel and counsel to the tax assessor. These tasks are typically performed by the Municipal Attorney; and

WHEREAS, Michael J. Donohue, Esquire, of Blaney & Donohue, PA is an attorney at law in good standing in the State of New Jersey, has effectively served the Borough of Stone Harbor for many years and has been found to be experienced in the area of Local Government Law and municipal prosecution; and

WHEREAS, Mr. Donohue is a person authorized by law to practice a recognized profession, the practice of which is regulated by law, and the performance of his service requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction;

WHEREAS, N.J.S.A. 40A:11 *et seq.* allows the Borough to enter into contracts for “Professional Services,” including legal services, without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That, as required by law, having been nominated by the Mayor of the Borough of Stone Harbor, Michael J. Donohue, Esquire, of Blaney & Donohue, P.A., be and hereby is appointed Municipal Attorney/Municipal Prosecutor for the Borough of Stone Harbor in accordance with and under the terms of a contract for professional services, which includes provisions for litigation and representation of the Tax Assessor and other extraordinary matters, which is on file with the Borough Clerk for public review, for a term of one year, said term commencing on January 2, 2013 and continuing until the reorganization meeting of the Borough in 2014 or in accordance with law.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

3. That the Mayor is authorized and directed to forthwith execute on behalf of the Borough of Stone Harbor the contract for professional services, such contract being under and subject to the provisions of the affirmative action and antidiscrimination laws and regulations of the State of New Jersey, an acknowledgement of same to be executed by the Municipal Attorney.
4. That the aforementioned contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law which allows under NJSA 40A:11-5 and that the Solicitor be compensated as detailed in the contract for professional services in an amount not to exceed \$80,000, and funds are available as evidenced by the Certification of the Chief Financial Officer attached hereto.
5. That a notice of the letting of the within contract be published in accordance with law within ten (10) days of passage in the official newspaper designated by the Borough for legal notices and that the contract be open to public viewing in accordance with the Open Public Records Act.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

**CONTRACT FOR PROFESSIONAL SERVICES:
Municipal Attorney**

THIS AGREEMENT, made on this 2nd day of January 2013, by and between **THE BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey, having its principal office at 9508 Second Avenue, Stone Harbor, New Jersey, 08247, hereinafter referred to as the "Borough", and **MICHAEL J. DONOHUE, ESQUIRE**, of Blaney & Donohue PA, 3200 Pacific Avenue – Suite 200, Wildwood, New Jersey 08260, hereinafter referred to as "Attorney."

The Borough and Attorney, for the consideration hereinafter named, covenant and agree as follows:

1. Michael J. Donohue, Esquire, shall serve as Borough Solicitor, the Municipal Attorney for the Borough of Stone Harbor, which shall include the position of Municipal Prosecutor, and shall perform all legal services required by the Borough as set forth in the applicable New Jersey Statutes, Borough Ordinances, Resolutions and/or job description, and all other legal services required by the Borough within the legal expertise of Michael J. Donohue, Esquire, and/or attorneys of the firm Blaney & Donohue, PA, recognizing that although this is technically a part-time position, the commitment of time to the Borough is significant and requires diligence and extraordinary availability. The Borough Solicitor, as required by law, represents the entire Borough and not the interests of any particular elected official, officer or employee.
2. Attorney promises and agrees not to assign, transfer or otherwise dispose of his rights or responsibilities under this contract, or any part thereof, to anyone who is not qualified and employed by the Law Offices of Blaney & Donohue, PA, without first obtaining the appointment of such special counsel, conflict or substitute attorney by Resolution of the Borough Council, except that Attorney may provide for substitute counsel to attend Borough Council meetings in the event of an emergency or other unavoidable absence of Attorney, such counsel to be compensated, not by the Borough, but by Attorney.
3. This contract commences as of the Borough Reorganization Meeting of January, 2013, and shall continue for a period of one year, terminating with the Annual Reorganization Meeting of the Borough in January of 2014, unless the Borough shall fail to appoint a Solicitor at that time, in which case Attorney shall continue in this position under the terms hereof until reappointed or replaced.
4. Attorney promises and agrees to perform duties and services of Municipal Attorney for the Borough in consideration of an annual stipend in the amount of \$53,825.00, payable in monthly installments on or before the 15th of each month, Attorney will perform the following functions on an on-call and as needed basis:
 - (a) To attend regular and special meetings of the Borough Council;
 - (b) To prepare Resolutions and Ordinances as necessary;
 - (c) To receive, review and respond to, in consultation with the Borough, on matters of law, all correspondence pertaining to the Borough's day-to-day operations and all questions from the Borough Council, Mayor and Administrator and such other Borough officers, employees and agents in consultation with the Borough Administrator;
 - (d) To review agenda items for legal issues and advise as to applicable privileges and/or legal requirements relevant to such items;
 - (e) To assist the Borough Clerk in her duties under the Open Public Records Act, unless such assistance is approved by Borough Council as an extraordinary service as detailed at #5, below.
 - (f) To review, research and render such written and/or verbal legal opinions as the Borough may require on matters related to the day-to-day operation of the Borough;
 - (g) To review as to form all documents related to bonding procedures;
 - (h) To review as to form and sufficiency, all documents related to the public bidding process for individual projects and render an opinion thereon for purposes of awarding or rejecting bids;
 - (i) To field and respond to questions of land use law from the Zoning Officer;

- (j) To keep abreast of current legal changes and issues affecting the Borough of Stone Harbor and to make recommendations to the Borough with regard to same;
5. Extraordinary Services Outside of Salaried Position: In the event that Attorney is called upon to carry out services on behalf of the Borough in addition to those detailed at #4, above, including but not limited to labor and personnel matters, preparation of real estate documents including deeds and easements for the Borough of Stone, legal research projects or other legal matters within the capabilities of the attorneys of Blaney & Donohue, PA, extraordinary consultations with internal and outside professionals and/or agencies, dealings with the media on legal issues, attendance and/or participation at extraordinary meetings, hearings, information sessions on behalf of the Borough and/or assisting the Administrator in extraordinary matters outside of the day-to-day operation of the Borough, Attorney shall submit an outline of such services, along with a purchase order for same, to the Borough Administrator and, subject to approval of same in accordance with Borough policy, shall be compensated for such extraordinary services at the rate of \$145.00 per hour, together with reimbursement for reasonable associated costs, if any.
 6. Litigation: Attorney shall be litigation counsel for the Borough and shall handle all aspects of general litigation that is not assigned to the ACMJIF or other attorney(s) and shall, under this section, serve as liaison between the Borough and any and all other legal professionals representing the Borough. Attorney shall be compensated at the rate of \$145.00 per hour in fees and shall be reimbursed for all reasonable and associated costs and expenses for all litigation related work. Litigation shall be deemed commenced upon the Borough being informed by a potential adversary of circumstances that may lead to suit against the Borough or by the Borough instructing Attorney to proceed in a matter that may lead to litigation. Attorney shall submit a purchase order with estimated litigation costs.
 7. Tax Appeals: As required by law, Attorney shall be designated as the Attorney for the Tax Assessor in any tax appeal matters and shall be compensated as for litigation.
 8. Municipal Prosecutor: Attorney, or in Attorney's discretion and as needed, other attorneys of the firm of Blaney & Donohue, PA, shall also serve as the Municipal Prosecutor for the Borough of Stone Harbor. Attorney shall be compensated for service as Municipal Prosecutor by payment of an annual stipend in the amount of \$19,721.00 to be paid in monthly installments as for the stipend payable for the position of Municipal Attorney.
 9. Legal Resources: Attorney may request by purchase order any such legal resources that Attorney may deem necessary to adequately represent the interests of the Borough of Stone Harbor, which resources, including reference books and seminars, shall not exceed an aggregate cost of \$1000.00 per year, unless authorized by Resolution of the Borough Council.
 10. Borough Obligation: The Borough of Stone Harbor, its elected officials, officers, agents and employees shall cooperate fully with Attorney in the performance of his duties, and shall, upon request, supply Attorney with any and all documentation or information requested and shall be available to Attorney upon reasonable notice for purposes of legal consultation on matters related to Attorney's representation of the Borough of Stone Harbor.
 11. Anti-Discrimination Provision: This contract is entered into under and subject to the affirmative action and anti-discrimination laws and regulations of the State of New Jersey. Attorney, by execution of this agreement, certifies that Attorney is in compliance with same and further that the Attorney is an Attorney in Good Standing of the State of New Jersey and maintains an adequate policy of professional liability insurance. A form containing the required affirmative action/non-discrimination language is attached hereto, made a part hereof by reference and executed simultaneous with this contract.

12. Political Contribution Disclosure. This contract has been awarded to Attorney based on the merits and abilities of Attorney to provide the goods or services as described herein. This contract was not awarded through the "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Attorney, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Stone Harbor if a member of that political party is serving in an elective public office of the Borough of Stone Harbor when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Borough of Stone Harbor when the contract is awarded. Attorney further acknowledges that he and the law firm are in compliance with the Borough's "pay-to-play" ordinance.

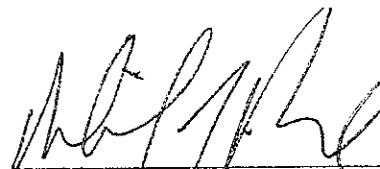
13. Choice of Forum: This contract shall be governed by the laws of the State of New Jersey and any and all disputes arising hereunder shall be venued in the Superior Court of New Jersey, Cape May County, and/or the United States Federal Court in Camden, New Jersey.

14. Entire Contract: This agreement, along with any and all enabling Resolutions of the Borough Council, shall constitute the entire contract between the parties and no other statements, written or oral, shall have any effect hereupon, under and subject, however, to the laws of the State of New Jersey and the Rules of Professional Conduct for Attorneys of the State of New Jersey.

In witness whereof and intending to be bound by the terms hereof, the authorized representatives of the parties have hereunto set their signatures effective the _____ day of January, 2013.

For the Borough of Stone Harbor

For Michael J. Donohue, Attorney at Law



Michael J. Donohue

Suzanne M. Walters, Mayor

Attest:

Suzanne Stanford, Borough Clerk

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

**RESOLUTION AUTHORIZING APPOINTMENT OF BOND CONSEL UNDER THE
“NONFAIR AND OPEN” PROCESS**

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:11 *et seq.* to enter into contracts for “Professional Services,” including legal services, without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body ; and

WHEREAS, the Borough is in need of legal representation by bond counsel of recognized national standing with advanced expertise in the area of Municipal Bonding Law in connection with the Borough’s capital projects bond financing procedures including the sale of bonds and/or bond anticipation notes; and

WHEREAS, Robert Beinfield, Esquire, of the Law Firm of Hawkins, Delafield & Wood is an attorney at law in good standing in the State of New Jersey and has been found to be experienced in the area of Municipal Bonding Law and has familiarity with the Federal and State laws and regulations related to the bonding process; and

WHEREAS, limiting the influence of campaign contributions on municipal appointments is an important policy of the Borough and “nonfair and open” process prevents any professional from contributing more than \$300.00 to any local political party or campaign; and

WHEREAS, the required pay-to-play disclosures are on file with the Borough Clerk as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That the Mayor is Directed to forthwith execute on behalf of the Borough of Stone Harbor the attached contract for professional services in accordance with this resolution providing for the retention of Hawkins, Delafield & Wood as Bond Counsel to the Borough of Stone Harbor. The letter of Mr. Beinfield dated December 7, 2012, is attached hereto for reference only and is not part of the contract.
3. That the aforementioned contract is awarded without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law and is entered into under and subject to the equal opportunity, anti-discrimination and affirmative action laws and regulations of the State of New Jersey, which are hereby incorporated by reference.
4. That a notice of the letting of the within contract be published in accordance with law within ten (10) days of its passage in an official paper of the Borough as designated in accordance with law.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on the day of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor



A NEW YORK LIMITED LIABILITY PARTNERSHIP

PHONE (973) 642-8584
FAX (973) 642-6773

ONE GATEWAY CENTER
NEWARK, NJ 07102
WWW.HAWKINS.COM

DIRECT DIAL: (973) 642-1307
E-MAIL: RBEINFELD@HAWKINS.COM

NEWARK
NEW YORK
WASHINGTON
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND

C. STEVEN DONOVAN
ROBERT H. BEINFELD
ERIC J. SAPIR
CHARLES G. TOTO
KRISTINE L. FLYNN
PATRICIA A. GOINS

MICHELLE A. LOUCOPOLOS
DAVID S. HANDLER
ROBERT A. ERNST
MEGAN I. FELICIANO
ANDREW S. THURMOND

December 7, 2012

The Borough of Stone Harbor,
in the County of Cape May, New Jersey

Ms. Suzanne C. Stanford
Borough Clerk
Municipal Building
9508 Second Avenue
Stone Harbor, New Jersey 08247

Dear Sue:

Thank you for your e-mail this morning relating to our anticipated appointment as bond counsel for the year 2013. Set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2013 contains no increases from our 2012 fee schedule and is identical to the fee schedule that has been in effect for the last several years**

In addition, I am enclosing a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language, the Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Form, the Stockholder Disclosure Certification, our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

For work done and responsibilities assumed in connection with municipal bond issues, we would charge a base fee of \$3,500 plus \$1.00 per \$1,000 of bond issue with some additional charges for multi-ordinance bond issues, plus the usual minimal disbursements. For the preparation, review or revision of a draft bond ordinance we charge \$500, with some additional charges for multi-purpose ordinances (\$250 per additional purpose), Local Finance Board involvement and other unique issues. For work done and responsibilities assumed in connection with note issues, we would charge a base fee of \$1,000 plus 50¢ per \$1,000 of notes issued (with a \$1,000 minimum) and some additional charges for multi-ordinance note issues, plus the usual minimal disbursements. Additionally, it is necessary for the Borough to distribute an official statement in connection with the issuance of its bonds (and possibly notes). We use an hourly charge basis in determining the fee for such services (with a \$2,000 minimum) and our composite partner and associate rate is now averaging approximately \$250 per hour. Hourly charges on a typical bond or note issue are usually minimal.

667389.10 030792 MRK

With the present emphasis on federal securities laws, initial and continuing disclosure, municipal bond insurance, book-entry only securities and arbitrage and rebate regulations, bond and note issues usually require additional attention with some added charges. Similarly, unique financings such as refundings and pooled loan programs usually involve some additional work and charges.

As always, it has been a pleasure for all of us here to work with you and other Borough officials and professionals over the course of the past year and I look forward to continuing to doing so again next year. Please do not hesitate to contact me if I can do or provide anything further at this time or if either you or others have any questions with regard to the above.

With best regard, I am

Very truly yours,

A handwritten signature in cursive script, appearing to read "Rob", written in dark ink.

Robert H. Beinfield

RHB:cls
Enclosures
Federal Express

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated this _____ day of January, 2013, by and between the Borough of Stone Harbor, in the County of Cape May, New Jersey (the “Borough”), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark (“Hawkins”),

WITNESSETH:

WHEREAS, the Borough requires the services of a recognized bond counsel firm to: approve the legality of its bond and bond anticipation note issues; assist it and its local attorney in every phase of the authorization proceedings; oversee the actual issuance of the bonds and bond anticipation notes; arrange for the advertising and holding of public bond and bond anticipation note sales; attend to the preparation of the bonds and bond anticipation notes and delivery and payment for the bonds and bond anticipation notes at the closing thereof; aid in the timely and efficient consummation of the bond and bond anticipation note sale and preliminary and related proceedings; issue an approving legal opinion that accompanies the bonds and bond anticipation notes; prepare a notice of sale for the bonds and bond anticipation notes; assist in matters relating to the receipt of electronic bids for the bonds; prepare or assist in the preparation of a Preliminary Official Statement and a final Official Statement relating to the bonds and bond anticipation notes; prepare or assist in the preparation of any necessary Local Finance Board Applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of bonds and bond anticipation notes; advise with respect to the federal tax laws applicable to the issuance of bonds and bond anticipation notes; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; and provide advice from time to time with respect to the foregoing and related matters;

NOW THEREFORE, in consideration of the premises, and the mutual promises herein contained, the parties hereto agree as follows:

Section 1. Hawkins agrees to provide all of the above-mentioned services.

Section 2. The Borough agrees to pay Hawkins for the services enumerated above the customary and usual reasonable fees for rendering said services, taking into account the nature of the work, the time involved, the effort expended, the responsibility involved and the results obtained. Such fee shall be calculated as set forth in the letter of Hawkins dated December 7, 2012 which is attached hereto and made a part hereof. In the event that there are unusual or extraordinary services rendered over and above what is customary, then and in such event, an additional reasonable fee will be allowed for such extraordinary work.

Section 3. The Borough agrees to reimburse Hawkins for any and all cash disbursements or expenses in connection with the aforesaid work.

Section 4. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of the firm has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the Borough if a member of that political party is serving in an elective public office of the Borough when this

contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough when this contract is awarded.

Section 5. During the term of this Agreement, the parties hereto agree to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A which is attached hereto and made a part hereof.

Section 6. Hawkins is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271 §3) if Hawkins received contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE BOROUGH OF STONE HARBOR, IN
THE COUNTY OF CAPE MAY, New Jersey**

By _____
Name: Suzanne M. Walters
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By _____
Name: Robert H. Beinfield
Title: Partner

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF STONE HARBOR

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Hawkins Delafield & Wood LLP** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 *et seq.* that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **January 1, 2013** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **Borough of Stone Harbor, New Jersey**, as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Any candidate committee for any elected office in the Borough of Stone Harbor	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None	

Part 3 – Signature and Attestation:

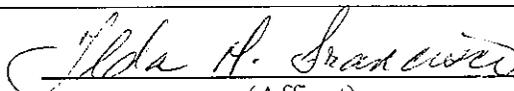
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hawkins Delafield & Wood LLP

Signed:  Title: Partner

Print Name: Robert H. Beinfield Date: 12/7/12

Subscribed and sworn before me this 7th day of December, 2012.


 (Affiant)

My Commission expires:

ILDA M. FRANCISCO
Notary Public Of New Jersey
 Commission Expires January 31, 2017

Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF STONE HARBOR

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c. 19, as amended by P.L. 2005, c. 51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S. 19:5-4, any county committee of a political party, as organized pursuant to R.S. 19:5-3, or any municipal committee of a political party, as organized pursuant to R.S. 19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c. 83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c. 83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L. 1993, c. 65 (C. 19:44A-7.2)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name: Cape May**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 1

State Senator and two members of the General Assembly per district.

County:

Freeholders    County Clerk            Sheriff            Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

|                        |                       |                        |
|------------------------|-----------------------|------------------------|
| Avalon Borough         | North Wildwood City   | West Wildwood Borough  |
| Cape May City          | Ocean City City       | Wildwood City          |
| Cape May Point Borough | Sea Isle City         | Wildwood Crest Borough |
| Dennis Township        | Stone Harbor Borough  | Woodbine Borough       |
| Lower Township         | Upper Township        |                        |
| Middle Township        | West Cape May Borough |                        |

Boards of Education (Members of the Board):

|                         |                      |                        |
|-------------------------|----------------------|------------------------|
| Avalon Borough          | Middle Township      | West Cape May Borough  |
| Cape May City           | North Wildwood City  | West Wildwood          |
| Cape May Point          | Ocean City           | Wildwood City          |
| Dennis Township         | Sea Isle City        | Wildwood Crest Borough |
| Lower Cape May Regional | Stone Harbor Borough | Woodbine Borough       |
| Lower Township          | Upper Township       |                        |

Fire Districts (Board of Fire Commissioners):

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Dennis Township Fire District No. 1 | Middle Township Fire District No. 2 |
| Dennis Township Fire District No. 2 | Middle Township Fire District No. 3 |
| Dennis Township Fire District No. 3 | Middle Township Fire District No. 4 |
| Lower Township Fire District No. 1  | Upper Township Fire District No. 1  |
| Lower Township Fire District No. 2  | Upper Township Fire District No. 2  |
| Lower Township Fire District No. 3  | Upper Township Fire District No. 3  |
| Middle Township Fire District No. 1 | Upper Township Fire District No. 4  |

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: HAWKINS DELAFIELD & WOOD LLP

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 7th day of December, 2012.

(Notary Public) - *Jlda M. Francisco*  
**JLDA M. FRANCISCO**  
 My Commission expires: **Notary Public Of New Jersey**  
**Commission Expires January 31, 2017**

*[Signature]*  
 (Affiant)  
**Robert H. Beinfield, Partner**  
 (Print name & title of affiant)  
 (Corporate Seal)

08/23/04

Taxpayer Identification# 135-513-990/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE       |                                                                                                          | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N J 08646-0252 |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br><b>HAWKINS, DELAFIELD &amp; WOOD</b>         | TRADE NAME:                                                                                              |                                                                                         |
| TAXPAYER IDENTIFICATION#:<br><b>135-513-990/000</b>            | SEQUENCE NUMBER:<br><b>0099428</b>                                                                       |                                                                                         |
| ADDRESS:<br><b>ONE GATEWAY CENTER<br/>NEWARK NJ 07102-5311</b> | ISSUANCE DATE:<br><b>08/23/04</b>                                                                        |                                                                                         |
| EFFECTIVE DATE:<br><b>06/02/88</b>                             | <i>John E. Tully</i><br>Acting Director                                                                  |                                                                                         |
| FORM-BRC(08-01)                                                | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                                                                         |

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-DEC-2010~~ to ~~15-DEC-2013~~



HAWKINS, DELAFIELD & WOOD LLP  
ONE GATEWAY CENTER  
NEWARK

NJ 07102

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



## RESOLUTION

WHEREAS, the Borough is required to provide a Public Defender for the Stone Harbor Municipal Court; and,

WHEREAS, the Public Safety Committee has recommended the hiring of Michael A. Sorensen, Esq. who has agreed to handle the post; and,

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. permits the execution of a contract with a professional for professional services without the necessity of competitive bids but requires that such contracts be available for public inspection,

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that a contract be and it is hereby awarded to Michael A. Sorensen, Esq. as the Public Defender for the Stone Harbor Municipal Court at a fee of \$3,500.00, total, for the year 2013, regardless of the number of cases assigned by the Court.

BE IT FURTHER RESOLVED that notice of the letting of this contract be published in the Cape May County Herald within 10 days of the date hereof.

BE IT FURTHER RESOLVED that this resolution shall only become effective when a copy of the Certification of Availability of Funds, prepared by the CFO of this Borough, is attached hereto.

BE IT FURTHER RESOLVED that two copies of this resolution shall be forwarded to Michael A. Sorensen, Esq. to be signed where his name appears at the bottom of said copies, which signature shall constitute a contract between the parties when a copy of same has been signed and delivered to the Borough Clerk.

BOROUGH OF STONE HARBOR

\_\_\_\_\_  
Michael A. Sorensen, Esq.

\_\_\_\_\_  
Suzanne M. Walters, Mayor

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council  
duly held on the ..... day of ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

**RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES OF LABOR RELATIONS COUNSEL**

**WHEREAS,** The Borough of Stone Harbor requires the professional services of a specialist in the field of collective bargaining negotiations, personnel administration, and employer-employee relations; and

**WHEREAS,** it is desired to employ a professional, pursuant to law, who is duly trained, experienced and specialized in the area of collective bargaining negotiations, personnel administration and employer-employee relations; and

**WHEREAS,** the local Public Contracts Law provides for the entering into of a contract for Professional services pursuant to N.J.S.A. 40A:11-5(1)(a), without advertising for competitive bidding; and

**WHEREAS,** Borough has determined that Lawrence Pepper, Jr. and other members of the law firm of Gruccio, Pepper, DeSanto & Ruth, P.A. of Vineland, New Jersey hold professional licenses and are qualified to perform the said work and it is desired to enter a professional services contract with them for said services pursuant to law, and to provide for the advertising of a notice pursuant to law; and

**WHEREAS,** funds are available for the aforementioned as indicated in the Certificate of Available Funds prepared by the CFO of the Borough and attached hereto.

**NOW, THEREFORE, BE IT RESOLVED,** by the Borough of Stone Harbor as follows:

1. Lawrence Pepper, Jr. and Gruccio, Pepper, DeSanto & Ruth, P.A. of Vineland, New Jersey is hereby retained as a professional labor negotiator to provide specialized services in the field of collective bargaining negotiations, personnel administration, and employer-employee relations. The said professional services to be received shall be "as directed" by the Borough of Stone Harbor from time to time.
2. The Mayor and Borough Clerk are hereby authorized and directed to enter into a contract with Lawrence Pepper, Jr. and Gruccio, Pepper, DeSanto & Ruth, P.A. for specialized professional services in the field of collective bargaining negotiations, personnel administration, and employer-employee relations, as aforesaid, for a term commencing upon the date of execution of the contract, a copy of which is attached hereto, and expiring on January 1, 2014 which contract shall provide for payment at the hourly rate of One Hundred Forty Five Dollars (\$145.00 ) Dollars per hour.
3. This contract is awarded without competitive bidding as a professional service in accordance with the provisions of the Local Public Contracts Law aforesaid and shall be in a form approved by the Borough. The preamble of the Resolution is hereby incorporated by reference as if set forth here at length.
4. This Resolution and a copy of the contract for professional services shall be maintained on file in the offices of the Borough of Stone Harbor for public inspection.
5. A copy of this Resolution shall be published in the local newspaper designed by the Borough as required by law, within ten (10) days of its passage.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

by and between:

**THE BOROUGH OF STONE HARBOR**, with offices at 9508 Second Avenue, Stone Harbor, New Jersey 08247 (hereinafter called the Party of the First Part); and

**LAWRENCE A. PEPPER, JR. and GRUCCIO, PEPPER, DeSANTO AND RUTH, P.A.** of 817 East Landis Avenue, Vineland, N.J. 08360, (hereinafter called the Party of the Second Part).

**W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that he and other members of the law firm of Gruccio, Pepper, DeSanto and Ruth, P.A. are specially qualified as a professional in rendering services in the field of collective bargaining negotiations, personnel administration, employer-employee relations, and other related matters in this field.

2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.

3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue for a period of one (1) year from the date of same, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid.

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of collective bargaining negotiations, personnel administration, employer-employee relations, including the furnishing of advice, guidance and consultation pertaining to the same, conferring with Borough officials regarding representation proceedings, existing contractual arrangements, an analysis of all existing contracts, preparing strategy for collective bargaining negotiations, negotiating the collective bargaining agreements, preparation of proposals, analysis of counter-proposals, preparing economic analysis of contract proposals, conferring with administrative personnel, representation during mediation, fact-finding or arbitration, if required, grievance handling and such other matters pertaining to labor or labor relations as may be requested by the Borough from time to time.

6. None of the services aforesaid shall be performed without a request from the Mayor, Borough Administrator or the Borough Solicitor.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Forty-five (\$145.00) Dollars per hour, which shall be paid from time to time upon the submission of proper verified legal statements on Borough forms, detailing the work actually performed.

8. It is understood and agreed that the aforesaid compensation does not include the cost of toll telephone calls, photocopy expenses, postage, travel expenses, including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

fees, or other similar costs shall be paid in addition to the aforesaid hourly fee for services.

9. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of the Borough of Stone Harbor for any purpose but as an independent professional contractor for services.

10. The execution of this contract has been authorized on behalf of the Borough of Stone Harbor by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

BOROUGH OF STONE HARBOR

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
LAWRENCE A. PEPPER, JR.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

# BOROUGH OF STONE HARBOR

Q.

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

WHEREAS, the Governing Body of the Borough of Stone Harbor has resolved to join the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund, following a detailed analysis; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Stone Harbor does hereby appoint J. BYRNE AGENCY, INC. as its Risk Management Consultant in accordance with 40A:11-5; and

BE IT FURTHER RESOLVED that the Governing Body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1),(a),(i).

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

**RISK MANAGEMENT CONSULTANT AGREEMENT**  
**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

This Agreement, entered into this 2<sup>nd</sup> day of January, 2013 between the Borough of Stone Harbor (hereinafter referred to as the "Municipality") and the J Byrne Agency Inc., a Corporation of the State of New Jersey, and Thomas P. Byrne, the responsible agent, having their principal office located at 5200 New Jersey Avenue, Wildwood, NJ 08260 (hereinafter referred to as the "Consultant").

**WHEREAS**, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

**WHEREAS**, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 2, 2013.

**NOW, THEREFORE**, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
  - A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
  - B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Atlantic County Municipal Joint Insurance Fund.
  - C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.
  - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
  - E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.
  - F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

- G) The Consultant shall attend and actively participate in the Municipality's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the Municipality's Member Accident Review Panel meetings and assist the Municipality in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the Municipality in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the Municipality in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall assist the Municipality with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- L) The Consultant shall assist, when requested by the Municipality and/or the Claims TPA, with the investigation of claims filed against the Municipality.
- M) The Consultant shall review the Municipality's loss data on a regular basis and prepare reports to the Municipality on recent losses, open claims, and loss trends.
- N) The Consultant shall review the performance of the Municipality's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- O) The Consultant shall assist the Municipality by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- P) The Consultant shall assist the Municipality and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- Q) The Consultant shall order Certificates of Insurance from the Fund.
- R) The Consultant shall review Certificates of Insurance received by the Municipality.
- S) The Consultant shall review proposed contracts between the Municipality and organizations and contractor's to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- T) The Consultant shall evaluate and advise the Municipality on the risk management aspects of public events being staged or sponsored by the Municipality.
- U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- V) The Consultant shall respond to questions regarding coverage from the Municipality's officials.

- W) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
  - X) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
  - Y) The Consultant shall execute and file with the Municipality, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
  - Z) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.
  - AA) The Consultant shall assist the Municipality with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.
  - AB) The Consultant shall perform any other services required by the Fund's Bylaws.
2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2013**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
  3. The Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, an amount equal four percent (4%) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
  4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
  5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: \_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONSULTANT: Thomas P. Byrne

DATE: \_\_\_\_\_

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

RESOLUTION AUTHORIZING APPOINTMENT OF BOROUGH AUDITOR UNDER THE  
“NONFAIR AND OPEN” PROCESS

BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May, New Jersey as follows:

WHEREAS, it is required that each Municipality have a Borough Auditor to handle accounting matters, and accounting services are professional services; and,

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:11 et seq to enter into contracts for “Professional Services” without competitive bidding where the need arises and as long as the award of such contract is made public by a Resolution of the Governing Body and the contractor submits certain disclosures in accordance with the “fair and open” process’ and;

WHEREAS, limiting the influence of campaign contributions on municipal appointments is an important policy of the Borough and the “nonfair and open” process prevents any professional from contributing more than \$300 to any local political party or campaign; and

WHEREAS, the required pay-to-play disclosures are on file with the Borough Clerk as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey as follows:

1. That Glen J. Ortman, a Registered Municipal Accountant, of Ford, Scott, & Associates, L.L.C. is hereby appointed auditor for the Borough of Stone Harbor for the year ending December 31, 2013.
2. That the Mayor is authorized and directed for forthwith execute on behalf of the Borough of Stone Harbor a contract for Professional Services, such contract being under and subject to the provisions of the affirmative action and antidiscrimination laws and regulations of the State of New Jersey and that the Auditor be paid for his services at a fair and reasonable amount, said amount not to exceed \$40,000 as evidenced by a Certification from the Chief Financial Officer attached hereto.
3. That a copy of this resolution shall be published in the Cape May County Herald as required by law within 10 days of its adoption.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF STONE HARBOR, COUNTY OF CAPE MAY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Ford, Scott & Associates, L.L.C. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2013 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Stone Harbor, County of Cape May as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                       |                              |
|-----------------------|------------------------------|
| Barry D. Mastrangelo  | Stone Harbor Republican Club |
| Judith Davies-Dunhour | Suzanne Walters              |
| Joan T. Kramar        |                              |
| Albert J. Carusi      |                              |
| Karen Lane            |                              |
| Joselyn Rich          |                              |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Company

|                                                                                         |
|-----------------------------------------------------------------------------------------|
| Name: Leon P. Costello<br>Home Address: 200 Unit B Simpson Avenue, Ocean City, NJ 08226 |
| Name: Kenneth W. Moore<br>Home Address: 25 Tyler Road, Ocean View, NJ 08230             |
| Name: Glen J. Ortman<br>Home Address: 106 Birch Drive, Cape May Court House, NJ 08210   |
| Name: John A. Sabella<br>Home Address: 3271 Siena Way, Vineland, NJ 08361               |
| Name: Robert E. Swartz<br>Home Address: 106 Bishop Court, Egg Harbor Township, NJ 08234 |

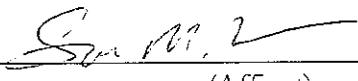
**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity : Ford, Scott & Associates, L.L.C.

Signed:  Title: Partner

Print Name: Glen J. Ortman Date: December 11, 2012

|                                                                                     |                                                                                                   |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>11</u> day of <u>December</u> , 20 <u>12</u> | <br>(Affiant) |
| My Commission expires: <u>3/22/2017</u>                                             | <u>Susan M. Rubba</u><br>NOTARY PUBLIC OF NEW JERSEY<br>Commission Expires <u>3/22/2017</u>       |
|                                                                                     | _____<br>(Print name & title of affiant) (Corporate Seal)                                         |

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



## RESOLUTION

### A RESOLUTION EXEMPTING CERTAIN UTILITY CHARGES IN THE BOROUGH OF STONE HARBOR, NEW JERSEY

\*\*\*\*\*

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, that the following utility charges be exempted for the billing period up to and including December 1, 2013, and

BE IT FURTHER RESOLVED that the Utilities Collector make the proper adjustments in her records:

| <u>Account Number</u> | <u>Owner</u>                                    | <u>Amount</u> |
|-----------------------|-------------------------------------------------|---------------|
| 6625                  | Evangelical Lutheran Church                     | \$ 1,083.00   |
| 7040                  | Evangelical Lutheran Church                     | 647.00        |
| 7370                  | Stone Harbor Board of Education                 | 647.00        |
| 7380                  | Stone Harbor Board of Education                 | 1,571.00      |
| 7390                  | Stone Harbor Board of Education                 | 1,083.00      |
| 8020                  | St. Mary's Episcopal Church                     | 647.00        |
| 8860                  | Women's Civic Club                              | 647.00        |
| 11981                 | St. Brendon the Navigator Parish                | 911.00        |
| 11990                 | St. Brendon the Navigator                       | 647.00        |
| 19945                 | Immaculate Heart of Mary, Villa Maria - Rectory | 1,571.00      |
| 21150                 | Stephen C. Ludlam Post 331 (American Legion)    | 771.00        |
| TOTAL                 |                                                 | \$ 10,225.00  |

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

**RESOLUTION ACCEPTING THE  
STONE HARBOR FIRE COMPANY STIPEND POLICY**

WHEREAS, in accordance with Ordinance 1246, (§290), as adopted by Borough Council on December 6, 2005, the Stone Harbor Volunteer Fire Company #1 has submitted an updated stipend policy for review and acceptance by Borough Council; and

WHEREAS, the Fire Chief has presented the attached policy in the form of a Standing Order to Borough Council for approval, along with the appropriate form of waiver;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 4<sup>th</sup> day of January, 2013 as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the attached forms of Standing Order and Waiver are hereby accepted for 2013 in accordance with Ordinance 1246 (§290).

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

.....

Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



## RESOLUTION

### AUTHORIZING PARTICIPATION IN CAPE MAY COUNTY LITTER ABATEMENT PARTNERSHIP PROGRAM FOR 2013

WHEREAS, the Cape May County Municipal Utilities Authority has adopted a Litter Abatement Partnership Program for 2013; and

WHEREAS, the Borough of Stone Harbor desires to participate in said program.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Borough of Stone Harbor is hereby authorized to participate in the Cape May County Litter Abatement Partnership Program for 2013 as established by the Cape May County Municipal Utilities Authority.

BE IT FURTHER RESOLVED that the Borough of Stone Harbor will initiate the following steps:

I. Providing a minimum of four (4) days of residential bulky waste collection services at no cost to individual customers (including or restoring bulky waste collection as part of the weekly municipal solid waste collection routes and schedules, at no cost to individual customers, would also satisfy this requirement).

The schedule for these collection services must be established and provided to the Authority prior to being eligible for any benefits under this program. The dates for 2013 have been set for Monday, March 11<sup>th</sup>, Monday, May 6<sup>th</sup>, Monday, September 23<sup>rd</sup>, and Monday, October 28<sup>th</sup>.

II. Enforcement of an anti-littering and anti-dumping ordinance which establishes penalties for littering and illegal dumping at a minimum \$500.00 fine plus the cost of clean-up, and provides financial rewards for reporting such activities. The Borough of Stone Harbor adopted such an ordinance a few years ago and it is found in the Revised General Ordinances of the Borough of Stone Harbor, 2005, as Sections 357 through 357.10.

III. As a supplement to these basic litter abatement services, the following measures have been approved:

A. Provide satellite container and/or drop-off areas for household bulky wastes.

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

- B. Conduct special community-wide clean-up projects and/or special clean-up projects of selected local areas where illegal refuse dumping has occurred. (The CMCMUA must be advised, in advance, of the dates and locations of any special clean-up projects in order for any refuse collected from these special clean-up projects to be eligible as one of the municipality's four (4) no-cost disposal days at the Authority's solid waste disposal facilities.)
- C. Develop and carry out, within six (6) months of program adoption, a community-wide litter abatement education and information program. Such a program should disseminate anti-littering information to the entire community at least once every six (6) months. Assistance in preparing such programs will be provided by the Authority upon request.

BE IT FURTHER RESOLVED that the Borough of Stone Harbor, by the adoption of this Resolution, becomes eligible to participate in the Litter Abatement Partnership for 2013 during the period of January 1, 2013 to December 31, 2013.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2013

.....

Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor



**Borough of Stone Harbor**  
**Department of Public Works**

Borough Hall: 9508 Second Avenue, Stone Harbor, NJ 08247  
Department of Public Works: 8018 Third Avenue  
Phone: (609) 368-7311, Fax: (609) 368-6920

Thursday, October 25, 2012

**MEMO**

To: **Suzanne Stanford**, Borough Clerk  
**Gregory Sheeran**, Director  
**Craig Reeves**, Supervisor, Solid Waste  
**Lawrence Eppright**, Foreman Solid Waste  
**Grant Russ**, Supervisor  
**Lisa Cresse**, Secretary

From: **Linda Horvat**, Administrative Assistant  
Department of Public Works

**Schedules for 2013:**  
**Litter Abatement/Bulk Scheduled Dates &**  
**Solid Waste/Recycle Winter/Summer Scheduled Dates**

**2013 Litter Abatement/Bulk Pickup Days:**

Monday, March 11th, 2013  
Monday, May 6th, 2013  
Monday, September 23rd, 2013  
Monday, October 28th, 2013

**Below, please find the schedule for Solid Waste/Recycle Winter/Summer**  
**Schedule for the Year 2013:**

|                 |                               |
|-----------------|-------------------------------|
| Winter Schedule | 01/01/2013 through 06/15/2013 |
| Summer Schedule | 06/16/2013 through 09/14/2013 |
| Winter Schedule | 09/15/2013 through 12/31/2013 |

*"The Seashore at its Best"*

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND  
RESOLUTION APPOINTING FUND COMMISSIONER**

WHEREAS, the Borough Council of the Borough of Stone Harbor has resolved to join the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Bylaws of the Atlantic County Municipal Joint Insurance Fund require that each municipality appoint a Fund Commissioner; and

WHEREAS, the Borough Council recommends the appointment of James G. Nicola as Fund Commissioner and Lisa Stefankiewicz as Alternate Fund Commissioner for the year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor that it does hereby appoint James G. Nicola as Fund Commissioner and Lisa Stefankiewicz as Alternate Fund Commissioner for the Atlantic County Municipal Joint Insurance Fund.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

.....

Borough Clerk

The above resolution approved this ..... day of ....., 2013

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

**A RESOLUTION APPOINTING THE  
PUBLIC AGENCY COMPLIANCE OFFICER**

WHEREAS, the State of New Jersey requires each governmental unit to designate a “Public Agency Compliance Officer” to ensure compliance with the Affirmative Action mandates of State Law relative to public contracts, said position being a contact point for the State on these issues and not a new, compensated employment position with the Borough; and

WHEREAS, the Mayor has offered for appointment to said position for 2013, James Nicola, the Chief Financial Officer of the Borough; and

WHEREAS, Council consents to the appointment of Mr. Nicola to said position;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that the Appointment of James Nicola to the position of “Public Agency Compliance Officer” offered by Mayor Walters, is hereby CONFIRMED.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

.....

Borough Clerk

The above resolution approved this ..... day of....., 2013

.....

Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY



**RESOLUTION**

**APPROVING VOLUNTEER MEMBERS OF SPECIAL COMMITTEE  
FOR RECOMMENDATION OF PROGRAMS  
AT THE STONE HARBOR BRANCH  
OF THE CAPE MAY COUNTY LIBRARY**

WHEREAS, under the authority of R.G.O. 2-5.12 the Borough Council of the Borough of Stone Harbor is empowered to form Special Committees for the handling of extraordinary matters; and

WHEREAS, the Cape May County Library Commission (CMCLC) and the Borough of Stone Harbor (Borough) anticipate cooperating in the construction of a Stone Harbor branch of the Cape May County library in the near future; and

WHEREAS, the Borough Council on August 7, 2012 adopted Resolution 2012-S-142 to create the Special Committee for Recommendation of Programs at the Stone Harbor Branch of the Cape May County Library and appointed Councilwomen Karen Lane as Chair, and Councilwomen Judith Davies –Dunhour , as well as up to five additional members of the public to assist, and to be approved by Resolution; and

WHEREAS, the Chair has submitted the following List of Content Committee Volunteers: Sari Bauer, Mia Donnell, Terri Hand, Nancy Hanker, Bill Dougherty and Gail Joseph to serve on that committee.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, duly assembled this 2<sup>nd</sup> day of January, 2013, that the above list of volunteers be approved to work with the Special Committee for Recommendation of Programs at the Stone Harbor Branch of the Cape May County Library and be subject to all of the conditions listed in Resolution 2012-S-142.

Offered by ..... Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

BOROUGH OF STONE HARBOR  
CAPE MAY COUNTY

ORDINANCE NO. 1411

An Ordinance establishing and fixing salary ranges for certain positions within the Borough of Stone Harbor, New Jersey, County of Cape May.

BE IT ORDAINED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey as follows:

Section 1. That the salary and wage ranges for certain positions within the Borough of Stone Harbor for the year 2013 are hereby fixed at the following amounts:

|                                             | <u>MIN</u> | <u>MAX</u> |
|---------------------------------------------|------------|------------|
| Administrator                               | 90,000     | 150,000    |
| Police Chief                                | 90,000     | 150,000    |
| Police Captain                              | 68,000     | 112,000    |
| Director of Public Works                    | 57,000     | 95,000     |
| Water Plant Operator                        | 3,000      | 6,000      |
| Collector System Operator                   | 2,500      | 5,000      |
| Supervisor, Public Works                    | 40,000     | 64,000     |
| Administrative Assistant                    | 30,000     | 55,000     |
| Director of Finance/Chief Financial Officer | 68,000     | 112,000    |
| Payroll Coordinator                         | 15,000     | 30,000     |
| Tax Collector                               | 48,000     | 80,000     |
| Utilities Collector                         | 40,000     | 64,000     |
| Utilities Collector Clerk                   | 30,000     | 45,000     |
| Accounting Assistant                        | 40,000     | 64,000     |
| Tax Assessor                                | 48,000     | 80,000     |
| Deputy Tax Assessor                         | 1,000      | 5,000      |
| Borough Clerk                               | 57,000     | 95,000     |
| Deputy Borough Clerk                        | 40,000     | 64,000     |
| U.C.C. Official                             | 57,000     | 95,000     |
| Zoning Officer                              | 20,000     | 35,000     |
| Tech Ass't UCC Official                     | 20,000     | 35,000     |
| U.F.C. Official                             | 48,000     | 80,000     |
| U.F.C. Inspector Full Time/EMT              | 25,000     | 40,000     |
| U.F.C Inspector Part Time                   | 13/hr      | 18/hr      |
| Plumbing Subcode Official                   | 2,600      | 10,000     |
| Electrical Subcode Official                 | 15,000     | 20,000     |
| Fire Subcode Official                       | 2,600      | 6,600      |
| Fire/Plumbing Inspectors part time          | 2,600      | 6,600      |
| OEM Coordinator                             | 4,000      | 8,000      |
| Senior Deputy OEM Coordinator               | 3,000      | 8,000      |
| Building Inspector                          | 5,000      | 15,000     |
| Receptionist                                | 15,000     | 35,000     |
| Safety/Right to Know Officer                | 1,000      | 6,000      |
| Claims Coordinator                          | 3,000      | 5,000      |
| Tourism Director                            | 15,000     | 50,000     |



**ORDINANCE 1412**

**AN ORDINANCE AMENDING CHAPTER 10 OF THE REVISED GENERAL  
ORDINANCES OF THE BOROUGH OF STONE HARBOR 2005  
(omitting time for annual organization meeting )**

**Section 1.** § 10-10 Meetings is hereby amended as follows:

**§ 10-10 Meetings.**

The annual organization meeting of the Borough shall henceforth be at ~~7:00 p.m. prevailing time~~ on the first Tuesday in January, provided, however, that should the first Tuesday fall on January 1, the meeting shall be held on January 2, at ~~7:00 p.m. prevailing time~~. The Council shall hold other meetings or adjourned meetings at such time and place as it may by resolution direct, but all regular meetings shall be held within the Borough. The Mayor shall, when necessary, call special meetings of the Council, in case of his neglect or refusal, any four members of Council may call such meeting at such time and place in the Borough as they may designate, and in all cases of special meetings notice shall be given to all the members of the Council in writing left at their places of residence or by actual contact with the members by telephone or otherwise.

**Section 2.** If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

**Section 3.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

**Section 4.** This Ordinance shall take effect immediately upon final passage and publication as provided by law.

APPROVED:

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Suzanne M. Walters, Mayor

ATTES:

\_\_\_\_\_

Suzanne C. Stanford, Borough Clerk