

**MEETING AT MUNICIPAL BUILDING, 9508 SECOND AVENUE**  
**PRELIMINARY AGENDA FOR COUNCILMEMBERS**  
**SUBJECT TO CHANGE**

<u>AGENDA</u>	<u>Regular Meeting</u>	
<u>TUESDAY</u>	<u>March 19, 2013</u>	<u>4:30</u>

**OLD BUSINESS**

Ordinance 1417 BOND ORDINANCE, 2<sup>nd</sup> 3<sup>rd</sup> and final (1) Mastrangelo

**NEW BUSINESS:**

Ordinance 1422 - Utility Fees - Utility INTRO (2) Lane

Ordinance 1423 - Changes in Street Opening Fees - Sidewalks (3) Kramar  
INTRO

Resolution - EUS UK Elite Soccer (4) Davies-Dunhour

Resolution- EUS Black Bear Lax, LLC (5) Rich

Resolution - EUS Ship Shape Health & Fitness LLC (6) Kramar

Resolution - Tax ID number - Recycling (7) Mastrangelo

Resolution - Mandatory Source Separation (8) Kramar

Resolution - Approve Contract Borough and Local 2327 UAW Dispatchers (9)  
Carusi

Motions: Garden Club Plant Sale - May 10 (10)

Wetlands Institute Shore Bird Festival May 18 (11)

Jaws 5 K July 21 (12)

Meagher & Friends Triathlon July 27 (13)

Motion: Permission for Recreation Building to be on Garden Club House Tour  
Saturday, June 1 (14)

**DISCUSSION**

BOROUGH OF STONE HARBOR  
CAPE MAY COUNTY  
NEW JERSEY

2/11/13

ORDINANCE 1417

(11)

**BOND ORDINANCE APPROPRIATING \$1,050,000, AND AUTHORIZING THE ISSUANCE OF \$999,000 BONDS OR NOTES OF THE BOROUGH, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums, except as otherwise stated in said Section 3, being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to \$1,050,000 including the aggregate sum of \$51,000 as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$1,050,000 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$999,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable

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notes of the Borough in a principal amount not exceeding \$999,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Acquisition by purchase of new and additional vehicular equipment, including one (1) recycling/trash packer truck, one (1) dump truck and one (1) pickup truck for use by the Department of Public Works of the Borough and one (1) utility vehicle for use by the Police Department of the Borough, together with all equipment, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$411,000 estimated cost thereof being exclusive of the sum of \$76,962 heretofore appropriated therefor by prior ordinances of the Borough	\$411,000	\$391,000
(b) Improvement of municipally-owned buildings, facilities and property in and by the Borough, said buildings being at least equal in useful life or durability to a building of Class B construction (as such term is used or referred to in Section 40A:2-22 of said Local Bond Law), including the replenishment of sand at municipally-owned beach property, beach and bayfront improvements, municipal playgrounds and the recreation building by the installation of signs and Americans with Disability Act sanctioned water fountains, together with for all the aforesaid all storm drain repairs, landscaping, equipment work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$93,000 estimated cost thereof being exclusive of the sum of \$161,496 heretofore appropriated therefor by prior ordinances of the Borough	93,000	88,500

(c) Acquisition by purchase and installation, as necessary, of new and additional equipment, including trash and recycle containers, flags, parking meters and kiosks, trash truck floors, a scissor lift, and grounds equipment for use by the Department of Public Works of the Borough, power lift stretchers and other safety equipment for use by the Fire Department of the Borough, radio equipment, firearms and other equipment for use by the Police Department of the Borough, rescue boards and lifeboats for use by the Recreation Department of the Borough, together with for all the aforesaid all attachments, accessories, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$308,000 hereby appropriated therefor being exclusive of the sum of \$1,524 heretofore appropriated therefor by prior ordinances of the Borough

308,000

293,000

(d) Acquisition by purchase and installation, as necessary, of new and additional computer equipment for use by the Administration Department of the Borough and 911 emergency system equipment and computer equipment for use by the Police Department of the Borough, together with all appurtenances, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved the \$238,000 hereby appropriated therefor being exclusive of the sum of \$128,834 heretofore appropriated therefor by prior ordinances of the Borough

238,000

226,500

Totals

\$1,050,000

\$999,000

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purposes described in Section 3 of this bond ordinance are not current expenses and each is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 9.27 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$999,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$100,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or

all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

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(2)

BOROUGH OF STONE HARBOR  
COUNTY OF CAPE MAY  
STATE OF NEW JERSEY

ORDINANCE NO. 1422

(Amending Service Line Installation and Water Rates and Fees and  
Sanitary Sewer Collection System Rates)

**Section 1.** Chapter 542 is hereby amended as follows:

[Amended only the portions indicated. The remainder of each section remains  
as currently codified.]

**§542-5. Water service Lines.**

E. When the Utilities Department makes a complete services line installation, the  
cost shall be as follows. [Amended 3-15-2005 by Ord. No. 1226; 3-7-2006 by Ord.  
No. 1251; and 11-18-2008 by Ord. No. 1325]

Size of Service (inches)	Previous Cost	Cost Effective 5/1/2013	Cost Effective 1/1/2014
3/4	\$1,171.00	\$1,347.00	\$1,549.00
1	\$1,579.00	\$1,816.00	\$2,088.00
1 1/2	\$2,317.00	\$2,665.00	\$3,064.00
2	\$2,930.00	\$3,370.00	\$3,875.00
4	\$3,998.00	\$4,598.00	\$5,287.00
6	\$6,347.00	\$7,299.00	\$8,394.00
8	\$8,173.00	\$9,399.00	\$10,809.00

**§542-13. Schedule of water rates and fees.**

A. Minimum charges. There shall be due and payable quarterly in each year, a  
minimum charge for each consumer or meter in accordance with the following  
schedule: [Amended 3-18-2008 by Ord. No. 1307; 10-5-2010 by Ord. No. 1364;  
and 5-4-2011 by Ord. No. 1377]

Size of Service (inches)	Previous Charge	All Meters Quarterly Minimum Charge	Regular Meters Quarterly Gallonage Allowance
5/8 and 3/4	\$70.00	\$86.00	13,000
1	\$101.00	\$123.00	13,000
1 1/2	\$136.00	\$166.00	13,000
2	\$179.00	\$219.00	13,000
3	\$241.00	\$294.00	13,000
4	\$301.00	\$366.00	13,000

**§542-22. Sanitary sewerage collection system rates.**

A. The annual sewerage system charges will be billed in equal quarterly  
installments.

1. Each installment shall be based upon the water consumption in the prior year's summer quarter (July, August, and September) and will consist of:  
**[Amended 3-15-2005 by Ord. No. 1226]**

(a) Customer charge: ~~\$43.00~~ **\$55.00 [Amended 3-18-2008 by Ord. No. 1307]**

**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 adoption and publication in accordance with law.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR  
COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE NO. 1423

AN ORDINANCE AMENDING CHAPTER 475  
OF THE REVISED GENERAL ORDINANCES  
OF THE BOROUGH OF STONE HARBOR 2005  
(Updating Requirements for Street Openings)

**Section 1.** Chapter 475, Article II, 475-3 Permit required is hereby amended by the addition of (2.) as follows:

**Article II - Street Openings and Excavations**

**§ 475-3 Permit required.**

1 .It shall be unlawful to dig, excavate, open or in any manner interfere with or disturb within the right-of-way of any municipal street within the Borough of Stone Harbor for any purpose whatsoever without first securing a permit therefor as hereinafter provided.

2. A permit is not required for the installation of sidewalk that is not associated with curbing, driveway and pavement excavation. If the construction of sidewalk is done in conjunction with curbing, driveway and pavement excavation, then a permit is required.

**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:

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

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(4)

**RESOLUTION**

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS  
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES  
FOR UK Elite Soccer Inc. CAMP DURING THE 2013 SUMMER SEASON**

WHEREAS, the Borough of Stone Harbor, in an effort to expand recreational opportunities for resident and visitors has pursued the provision of certain "sport camps" which are extraordinary and not amenable to typical specification processes; and

WHEREAS, agreements to provide such services are acceptable and do not fall under typical specification procedure and are therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as Extraordinary Unspecifiable Services; and

WHEREAS, a contract for the following services has been prepared and is on file with the Borough Clerk:

- 1. UK Elite Soccer Inc.  
June 24 – June 28, 2013  
August 19 – 23, 2013

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 19<sup>th</sup> day of March, 2013, as follows;

- 1. That the preamble of this Resolution is hereby incorporated herein by reference;
- 2. That the Mayor and Clerk are hereby authorized and directed to execute the aforementioned contract on behalf of the Borough.

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

RE: UK ELITE SPORT CAMP

PER RESOLUTION NO. 2013-S-\_\_\_\_\_

THIS AGREEMENT made this 11<sup>th</sup> day of February, 2013, by and between

**BOROUGH OF STONE HARBOR**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "MUNICIPALITY" or "BOROUGH"

And

UK ELITE SOCCER  
[SPORT CAMP PROVIDER]

hereinafter referred to as "CONTRACTOR"

**WITNESSETH:**

**WHEREAS, BOROUGH COUNCIL** has authorized the execution of an Extraordinary Unspecifiable Services Contract with [SPORT CAMP PROVIDER] pursuant to Resolution No. \_\_\_\_\_, duly adopted by the Governing Body on \_\_\_\_\_, 2012; and

**WHEREAS,** the **CONTRACTOR** represents that they are experienced and capable of providing such services which are the subject of this Contract; and

**WHEREAS,** the Chief Financial Officer or the Municipal Treasurer has certified the availability of funds for the within Contract if applicable; and

**WHEREAS,** the Borough Solicitor of the **MUNICIPALITY** has determined that the within Contract is a valid Contract for Extraordinary Unspecifiable Services which may be awarded without competitive bidding, in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey; and

**NOW, THEREFORE,** in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. SCOPE OF SERVICES. **BOROUGH** hereby employs and retains the services of

**CONTRACTOR** for the term hereinafter specified, to provide such services to the **BOROUGH** as specifically set forth in certain specifications from **CONTRACTOR**, which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

2. **TERM.** This Contract shall be for specific services set forth in Exhibit "A". Time shall be strictly of the essence.

3. **COMPENSATION.** In consideration of performing those services specified in Schedule "A" attached, **CONTRACTOR** shall be entitled to charge such fees as specified therein and **CONTRACTOR** shall pay to the **BOROUGH** the amount or sum so specified in Schedule "A".

4. **INDEPENDENT CONTRACTOR STATUS**

The services to be provided by the **CONTRACTOR** shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that **CONTRACTOR** is not an employee of the **MUNICIPALITY** and shall not be considered as such for any purpose. All payments made by the **MUNICIPALITY** to **CONTRACTOR** pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions.

5. **INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND CONTRACTOR'S LIABILITY INSURANCE (As Applicable to the Fullest Reasonable Extent)**

Prior to the commencement of any activities under this contract or the use of any Borough facilities by Contractor, Contractor shall comply with the provision of this section and all other conditions.

**1. Indemnification**

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection

with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

**II. Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

**Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".**

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

**Schedule of Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

- A. Workers' Compensation  
Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.
- B. General Liability  
With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.  
Municipality shall be named as "Additional Insured".

C. Automobile Liability Insurance (if necessary)

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar\** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of *one million (\$1,000,000) dollar\** per incident and in the annual aggregate.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

**The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.**

6. **TERMINATION.** BOROUGH may terminate this Contract for cause at any time, in which event CONTRACTOR shall be entitled to be compensated for all services performed up to the date of termination.

7. **AFFIRMATIVE ACTION REQUIREMENTS.** CONTRACTOR acknowledges that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, the CONTRACTOR agrees as follows:

**Mandatory Affirmative Action Language  
Procurement, Professional and Service Contracts**

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**AFFIRMATIVE ACTION REQUIREMENTS  
P.L. 1975 C.127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
REVISED SEPTEMBER, 1992  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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(A) The CONTRACTOR or SUB-CONTRACTOR, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex,

affectional or sexual orientation. The **CONTRACTOR** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

(B) The **CONTRACTOR** or **SUB-CONTRACTOR**, 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, sex, affectional or sexual orientation.

(C) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will send to each labor union or representative of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(E) The **CONTRACTOR** or **SUB-CONTRACTOR**, agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(F) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to inform, in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or

sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(G) The **CONTRACTOR** or **SUB-CONTRACTOR** 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.

(H) The **CONTRACTOR** or **SUB-CONTRACTOR** 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, sex, affectional or sexual orientation and confirm with the applicable employment goals, consistent with the Statutes and Court decisions of the State of New Jersey and applicable Federal Law and applicable Federal Court decisions.

(I) The **CONTRACTOR** and its **SUB-CONTRACTORS** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Sub-Chapter X of the Administrative Code (N.J.A.C. 17:27).

In the event that **CONTRACTOR** employs any **SUB-CONTRACTOR** in the performance of any portion of this Contract, provided that same is permitted under this Contract, it shall be the obligation of the **CONTRACTOR** to assure that any such **SUB-CONTRACTOR** is in full compliance with the Affirmative Action requirements of the State of New Jersey and that such **SUB-CONTRACTOR** remains in compliance therewith.

**CONTRACTOR** shall file all required documents with the Treasurer of the State of New Jersey and the Affirmative Action Office and shall be further required to file such further and supplemental reports as may be required by the State Treasurer or the Affirmative Action Office at any time during the term of this Contract.

**CONTRACTOR** shall be required to file with the **MUNICIPALITY** a current valid "Certificate of Employee Information Report", bearing a certification number and which shall be issued by the Treasurer of the State of New Jersey. **CONTRACTOR** shall also file with the **MUNICIPALITY** evidence of an approved Affirmative Action

Plan, approved by the State of New Jersey. **CONTRACTOR** shall also obtain similar Certifications from any **SUB-CONTRACTOR** employed by the **CONTRACTOR** on this project and shall cause copies of same to be filed with the **MUNICIPALITY**.

Failure by the **CONTRACTOR** or any of its **SUB-CONTRACTORS** to comply with the Affirmative Action Requirements of the State of New Jersey, or to remain in full compliance therewith during the term of this Contract, shall be cause for the termination of this Contract or, in the sole judgment and discretion of the **MUNICIPALITY**, to withhold any payment due to the **CONTRACTOR** until such time as the **CONTRACTOR** provides satisfactory evidence to the **MUNICIPALITY** that **CONTRACTOR** has come into compliance with such Affirmative Action Requirements.

8. **AMENDMENTS.** Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatever.

9. **MISCELLANEOUS:**

(A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

(B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

(C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provisions of the paragraph.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

(E) This Contract shall not be construed as to preclude the **BOROUGH** from entering into a contract or employing any other professional performing similar services during the term of this Contract.

10. **NOTICES:** All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested, as follows:

(A) If to the **BOROUGH**, address to:

Jill Gougher, Business Administrator  
Borough of STONE HARBOR  
9508 Second Avenue  
STONE HARBOR, New Jersey 08247

(B) If to **CONTRACTOR**, address to:

[SPORT CAMP PROVIDER] UK ELITE SOCCER

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

ATTEST:

**BOROUGH OF STONE HARBOR**

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

BY:

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

ATTEST:

UK ELITE SOCCER  
[SPORT CAMP PROVIDER]

BY:

STEVE WELMAN

EXHIBIT "A"

**SPECIFICATIONS [SPORT CAMP]**

The **CONTRACTOR** shall provide the following:

- (A) UK FUTURE SOCCER camp from 6-24 - 6-28, 2013, through 8-19 - 8-23, 2013, for individual instruction, lessons and clinics to be conducted under the **CONTRACTOR'S** direct supervision.
- (B) A professional level of staffing for the camp to offer camp programs to meet the needs of campers age six (6) years through seventeen (17) years.
- (C) A staff camper ratio that enables effective learning to take place among the campers. A staff coach will be provided for each group of 12 participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by **CONTRACTOR**.
- (E) [optional] A camp T-shirt and a players bag which shall contain lanyard, sticker and catalog for each camper.
- (F) Camp promotion and camp administration information to official camp coordinators for distribution.
- (G) Appropriate certificates of insurance including but not limited to a certificate evidencing adequate Workers' Compensation coverage to the satisfaction of both the **BOROUGH** and the Atlantic Cape May County Joint Insurance Fund of which the **BOROUGH** is a member.
- (H) Compliance with all rules and regulations established by the **BOROUGH** with respect to the administration of the playing fields.
- (I) Collection of a per camper fee of \$ 160 .00.
- (J) Compensation to the **BOROUGH** on the basis of twenty (20%) percent of all fees collected. Compensation to the **BOROUGH** for camp shall be remitted no later than **September 6, 2013**.

**CONTRACTOR** reserves the right to cancel any camp session with less than thirty (30) paid campers or refuse campers who do not register within thirty (30) days of the camp.

The **BOROUGH** shall provide the following:

- (A) An official camp coordinator to work with **CONTRACTOR** and be responsible for actively promoting the camp to the local community.
- (B) Promotion of the camp using promotional material forwarded by the **CONTRACTOR**.
- (C) Field or suitable facility adequately prepared for coaching and related activities. Such a facility should be considered appropriate for the related activities.

**CONTRACTOR** is not responsible for defects that exist in the field. **BOROUGH** represents that it will defend, indemnify and hold harmless **CONTRACTOR** from any injuries or claims arising out of the negligence of the **BOROUGH** relating to the condition of the field or any other negligence unless such condition or defect has been created by the **CONTRACTOR** or any of the **CONTRACTOR'S** agents or employees of its camp activities.





**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(5)

**RESOLUTION**

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS  
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES  
FOR A LACROSSE CAMP DURING THE 2013 SUMMER SEASON**

WHEREAS, the Borough of Stone Harbor, in an effort to expand recreational opportunities for resident and visitors has pursued the provision of certain "sport camps" which are extraordinary and not amenable to typical specification processes; and

WHEREAS, agreements to provide such services are acceptable and do not fall under typical specification procedure and are therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as Extraordinary Unspecifiable Services; and

WHEREAS, a contract for the following services has been prepared and is on file with the Borough Clerk:

- 1. Lacrosse camp conducted by Black Bear Lax, LLC  
July 22 through 26, 2013 and August 5 through August 16, 2013

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 19<sup>th</sup> day of March, 2013, as follows;

- 1. That the preamble of this Resolution is hereby incorporated herein by reference;
- 2. That the Mayor and Clerk are hereby authorized and directed to execute the aforementioned contract on behalf of the Borough.

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**

**RE: BLACK BEAR LACROSSE SPORT CAMP**

**PER RESOLUTION NO. 2013-S-\_\_\_\_\_**

**THIS AGREEMENT** made this \_\_\_\_ day of February, 2013, by and between

**BOROUGH OF STONE HARBOR**, a Municipal Corporation of  
the State of New Jersey, hereinafter referred to as  
"MUNICIPALITY" or "BOROUGH"

*Workers  
Compensation  
on file  
from 2012.*

**And**

**BLACK BEAR LAX, LLC**  
hereinafter referred to as "CONTRACTOR"

**WITNESSETH:**

**WHEREAS, BOROUGH COUNCIL** has authorized the execution of an Extraordinary Unspecifiable Services Contract with **BLACK BEAR LAX, LLC** pursuant to Resolution No. \_\_\_\_\_, duly adopted by the Governing Body on \_\_\_\_\_, 2013; and

**WHEREAS, the CONTRACTOR** represents that they are experienced and capable of providing such services which are the subject of this Contract; and

**WHEREAS, the Chief Financial Officer or the Municipal Treasurer** has certified the availability of funds for the within Contract if applicable; and

**WHEREAS, the Borough Solicitor of the MUNICIPALITY** has determined that the within Contract is a valid Contract for Extraordinary Unspecifiable Services which may be awarded without competitive bidding, in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey; and

**NOW, THEREFORE,** in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. **SCOPE OF SERVICES.** **BOROUGH** hereby employs and retains the services of **CONTRACTOR** for the term hereinafter specified, to provide such services to the **BOROUGH** as specifically set forth

in certain specifications from **CONTRACTOR**, which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

2. **TERM**. This Contract shall be for specific services set forth in Exhibit "A". Time shall be strictly of the essence.

3. **COMPENSATION**. In consideration of performing those services specified in Schedule "A" attached, **CONTRACTOR** shall be entitled to charge such fees as specified therein and **CONTRACTOR** shall pay to the **BOROUGH** the amount or sum so specified in Schedule "A".

4. **INDEPENDENT CONTRACTOR STATUS**

The services to be provided by the **CONTRACTOR** shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that **CONTRACTOR** is not an employee of the **MUNICIPALITY** and shall not be considered as such for any purpose. All payments made by the **MUNICIPALITY** to **CONTRACTOR** pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions.

5. **INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND CONTRACTOR'S LIABILITY INSURANCE (As Applicable to the Fullest Reasonable Extent)**

Prior to the commencement of any activities under this contract or the use of any Borough facilities by contractor, Contractor shall comply with the provision of this section and all other conditions.

**1. Indemnification**

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through

any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

## **II. Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

**Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".**

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

### **Schedule of Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.

Municipality shall be named as "Additional Insured".

C. Automobile Liability Insurance (if necessary)

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar\** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

**The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.**

6. **TERMINATION.** BOROUGH may terminate this Contract for cause at any time, in which event CONTRACTOR shall be entitled to be compensated for all services performed up to the date of termination.

7. **AFFIRMATIVE ACTION REQUIREMENTS.** CONTRACTOR acknowledges that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, the CONTRACTOR agrees as follows:

**Mandatory Affirmative Action Language  
Procurement, Professional and Service Contracts**

---

**AFFIRMATIVE ACTION REQUIREMENTS  
P.L. 1975 C.127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
REVISED SEPTEMBER, 1992  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

---

(A) The CONTRACTOR or SUB-CONTRACTOR, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

(B) The **CONTRACTOR** or **SUB-CONTRACTOR**, 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, sex, affectional or sexual orientation.

(C) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will send to each labor union or representative of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(E) The **CONTRACTOR** or **SUB-CONTRACTOR**, agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(F) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to inform, in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(G) The **CONTRACTOR** or **SUB-CONTRACTOR** 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.

(H) The **CONTRACTOR** or **SUB-CONTRACTOR** 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, sex, affectional or sexual orientation and confirm with the applicable employment goals, consistent with the Statutes and Court decisions of the State of New Jersey and applicable Federal Law and applicable Federal Court decisions.

(I) The **CONTRACTOR** and its **SUB-CONTRACTORS** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Sub-Chapter X of the Administrative Code (N.J.A.C. 17:27).

In the event that **CONTRACTOR** employs any **SUB-CONTRACTOR** in the performance of any portion of this Contract, provided that same is permitted under this Contract, it shall be the obligation of the **CONTRACTOR** to assure that any such **SUB-CONTRACTOR** is in full compliance with the Affirmative Action requirements of the State of New Jersey and that such **SUB-CONTRACTOR** remains in compliance therewith.

**CONTRACTOR** shall file all required documents with the Treasurer of the State of New Jersey and the Affirmative Action Office and shall be further required to file such further and supplemental reports as may be required by the State Treasurer or the Affirmative Action Office at any time during the term of this Contract.

**CONTRACTOR** shall be required to file with the **MUNICIPALITY** a current valid "Certificate of Employee Information Report", bearing a certification number and which shall be issued by the Treasurer of the State of New Jersey. **CONTRACTOR** shall also file with the **MUNICIPALITY** evidence of an approved Affirmative Action Plan, approved by the State of New Jersey. **CONTRACTOR** shall also obtain similar Certifications from any **SUB-CONTRACTOR** employed by the **CONTRACTOR** on this project and shall cause copies of same to be filed with the **MUNICIPALITY**.

Failure by the **CONTRACTOR** or any of its **SUB-CONTRACTORS** to comply with the Affirmative Action Requirements of the State of New Jersey, or to remain in full compliance therewith during the term of this Contract, shall be cause for the termination of this Contract or, in the sole judgment and discretion of the **MUNICIPALITY**, to withhold any payment due to the **CONTRACTOR** until such time as the **CONTRACTOR** provides satisfactory evidence to the **MUNICIPALITY** that **CONTRACTOR** has come into compliance with such Affirmative Action Requirements.

8. **AMENDMENTS.** Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatever.

9. **MISCELLANEOUS:**

(A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

(B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

(C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provisions of the paragraph.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

(E) This Contract shall not be construed as to preclude the **BOROUGH** from entering into a contract or employing any other professional performing similar services during the term of this Contract.

10. **NOTICES:** All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested, as follows:

(A) If to the **BOROUGH**, address to:

Jill Gougher, Business Administrator  
Borough of STONE HARBOR  
9508 Second Avenue  
STONE HARBOR, New Jersey 08247

(B) If to **CONTRACTOR**, address to:

James D. Heisman, Esq.  
Novak Druce Connolly Bove + Quigg LLP  
1007 N. Orange Street  
P. O. Box 2207  
Wilmington, DE 19899

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

ATTEST:

**BOROUGH OF STONE HARBOR**

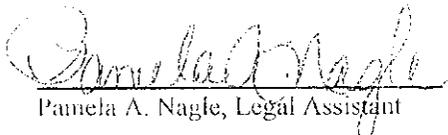
\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

BY:

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

ATTEST:

**BLACK BEAR LAX, LLC**

  
\_\_\_\_\_  
Pamela A. Nagle, Legal Assistant

BY:

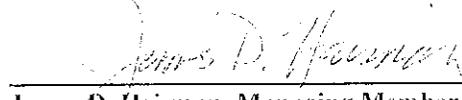
  
\_\_\_\_\_  
James D. Heisman, Managing Member  
Black Bear Lax, LLC

EXHIBIT "A"

**SPECIFICATIONS [SPORT CAMP]**

The **CONTRACTOR** shall provide the following:

- (A) Lacrosse camp from July 22 through 26, 2013 and August 5 through 16, 2013, for individual instruction, lessons and clinics to be conducted under the **CONTRACTOR'S** direct supervision.
- (B) A professional level of staffing for the camp to offer camp programs to meet the needs of campers age five (5) years through fifteen (15) years.
- (C) A staff camper ratio that enables effective learning to take place among the campers. A staff coach will be provided for each group of ten (10) participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by **CONTRACTOR**.
- ~~(E) [optional] A camp T-shirt and a players bag which shall contain lanyard, sticker and catalog for each camper.~~
- (F) Camp promotion and camp administration information to official camp coordinators for distribution.
- (G) Appropriate certificates of insurance including but not limited to a certificate evidencing adequate Workers' Compensation coverage to the satisfaction of both the **BOROUGH** and the Atlantic Cape May County Joint Insurance Fund of which the **BOROUGH** is a member.
- (H) Compliance with all rules and regulations established by the **BOROUGH** with respect to the administration of the playing fields.
- (I) Collection of a per camper fee of \$275.00.
- (J) Compensation to the **BOROUGH** on the basis of twenty (20%) percent of all fees collected. Compensation to the **BOROUGH** for camp shall be remitted no later than **September 6, 2013**.

**CONTRACTOR** reserves the right to cancel any camp session with less than thirty (30) paid campers or refuse campers who do not register within thirty (30) days of the camp.

The **BOROUGH** shall provide the following:

- (A) An official camp coordinator to work with **CONTRACTOR** and be responsible for actively promoting the camp to the local community.
- (B) Promotion of the camp using promotional material forwarded by the **CONTRACTOR**.
- (C) Field or suitable facility adequately prepared for coaching and related activities. Such a facility should be considered appropriate for the related activities.

**CONTRACTOR** is not responsible for defects that exist in the field. **BOROUGH** represents that it will defend, indemnify and hold harmless **CONTRACTOR** from any injuries or claims arising out of the negligence of the **BOROUGH** relating to the condition of the field or any other negligence unless such condition or defect has been created by the **CONTRACTOR** or any of the **CONTRACTOR'S** agents or employees of its camp activities.



**From :** [BlackBearLax <bbxwc1@gmail.com>](mailto:BlackBearLax<bbxwc1@gmail.com>) [+] **Date :** Sun, 3 Mar 2013 14:05:05 -0500  
**To :** ['Van Cathcart' <cathcartv@stone-harbor.nj.us>](mailto:Van Cathcart<cathcartv@stone-harbor.nj.us>) [+]  
**Subject :** RE: Stone Harbor documents attached --- Black Bear Lacrosse

Our policy is currently in force through July at which point it will be renewed. Would you like me to send the current policy? I've spoken to my insurance agent and everything is in order. Please advise, thx!

Regards, Jim Heisman  
Travel Team Director, Black Bear Lacrosse  
[bbxwc1@gmail.com](mailto:bbxwc1@gmail.com)  
[www.BlackBearLax.com](http://www.BlackBearLax.com)



PO Box 2348  
Wilmington, DE 19899

**From:** Van Cathcart [<mailto:cathcartv@stone-harbor.nj.us>]  
**Sent:** Sunday, March 03, 2013 10:56 AM  
**To:** BlackBearLax  
**Subject:** Re: Stone Harbor documents attached --- Black Bear Lacrosse

Jim,

The sooner the better for the WC insurance. I will try to put your application through without it but it may get rejected by the borough clerk.

I will keep you posted,

Van

-----Original message-----

**From:** BlackBearLax [bbxwc1@gmail.com](mailto:bbxwc1@gmail.com)  
**Date:** Fri, 22 Feb 2013 11:47:06 -0500  
**To:** [cathcartv@stone-harbor.nj.us](mailto:cathcartv@stone-harbor.nj.us)  
**Subject:** Stone Harbor documents attached --- Black Bear Lacrosse

> Hi Van:

>

> Hope all is well. Attached please find the completed contract (I filled

(6)

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

### RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR SHIP SHAPE HEALTH & FITNESS DURING THE SUMMER SEASON 2013

WHEREAS, the Borough of Stone Harbor, in an effort to expand recreational opportunities for resident and visitors has pursued the provision of certain "sport camps" which are extraordinary and not amenable to typical specification processes; and

WHEREAS, agreements to provide such services are acceptable and do not fall under typical specification procedure and are therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as Extraordinary Unspecifiable Services; and

WHEREAS, a contract for the following services has been prepared and is on file with the Borough Clerk:

1. Ship Shape Health & Fitness  
May 24 through September 21, 2013

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 19<sup>th</sup> day of March, 2013, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Clerk are hereby authorized and directed to execute the aforementioned contract on behalf of the Borough.

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



**CONTRACTOR** for the term hereinafter specified, to provide such services to the **BOROUGH** as specifically set forth in certain specifications from **CONTRACTOR**, which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

2. **TERM.** This Contract shall be for specific services set forth in Exhibit "A". Time shall be strictly of the essence.

3. **COMPENSATION.** In consideration of performing those services specified in Schedule "A" attached, **CONTRACTOR** shall be entitled to charge such fees as specified therein and **CONTRACTOR** shall pay to the **BOROUGH** the amount or sum so specified in Schedule "A".

4. **INDEPENDENT CONTRACTOR STATUS**

The services to be provided by the **CONTRACTOR** shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that **CONTRACTOR** is not an employee of the **MUNICIPALITY** and shall not be considered as such for any purpose. All payments made by the **MUNICIPALITY** to **CONTRACTOR** pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions.

5. **INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND CONTRACTOR'S LIABILITY INSURANCE (As Applicable to the Fullest Reasonable Extent)**

Prior to the commencement of any activities under this contract or the use of any Borough facilities by Contractor, Contractor shall comply with the provision of this section and all other conditions.

**1. Indemnification**

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection

with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

## **II. Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

**Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".**

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

### **Schedule of Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

#### **A. Workers' Compensation**

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

#### **B. General Liability**

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.

Municipality shall be named as "Additional Insured".

C. Automobile Liability Insurance (if necessary)

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar\** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of *one million (\$1,000,000) dollar\** per incident and in the annual aggregate.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

**The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.**

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**Mandatory Affirmative Action Language  
Procurement, Professional and Service Contracts**

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MANDATORY AFFIRMATIVE ACTION LANGUAGE  
REVISED SEPTEMBER, 1992  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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(A) The CONTRACTOR or SUB-CONTRACTOR, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex,

affectional or sexual orientation. The **CONTRACTOR** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

(B) The **CONTRACTOR** or **SUB-CONTRACTOR**, 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, sex, affectional or sexual orientation.

(C) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will send to each labor union or representative of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(E) The **CONTRACTOR** or **SUB-CONTRACTOR**, agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(F) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to inform, in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or

sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(G) The **CONTRACTOR** or **SUB-CONTRACTOR** 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.

(H) The **CONTRACTOR** or **SUB-CONTRACTOR** 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, sex, affectional or sexual orientation and confirm with the applicable employment goals, consistent with the Statutes and Court decisions of the State of New Jersey and applicable Federal Law and applicable Federal Court decisions.

(I) The **CONTRACTOR** and its **SUB-CONTRACTORS** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Sub-Chapter X of the Administrative Code (N.J.A.C. 17:27).

In the event that **CONTRACTOR** employs any **SUB-CONTRACTOR** in the performance of any portion of this Contract, provided that same is permitted under this Contract, it shall be the obligation of the **CONTRACTOR** to assure that any such **SUB-CONTRACTOR** is in full compliance with the Affirmative Action requirements of the State of New Jersey and that such **SUB-CONTRACTOR** remains in compliance therewith.

**CONTRACTOR** shall file all required documents with the Treasurer of the State of New Jersey and the Affirmative Action Office and shall be further required to file such further and supplemental reports as may be required by the State Treasurer or the Affirmative Action Office at any time during the term of this Contract.

**CONTRACTOR** shall be required to file with the **MUNICIPALITY** a current valid "Certificate of Employee Information Report", bearing a certification number and which shall be issued by the Treasurer of the State of New Jersey. **CONTRACTOR** shall also file with the **MUNICIPALITY** evidence of an approved Affirmative Action

Plan, approved by the State of New Jersey. **CONTRACTOR** shall also obtain similar Certifications from any **SUB-CONTRACTOR** employed by the **CONTRACTOR** on this project and shall cause copies of same to be filed with the **MUNICIPALITY**.

Failure by the **CONTRACTOR** or any of its **SUB-CONTRACTORS** to comply with the Affirmative Action Requirements of the State of New Jersey, or to remain in full compliance therewith during the term of this Contract, shall be cause for the termination of this Contract or, in the sole judgment and discretion of the **MUNICIPALITY**, to withhold any payment due to the **CONTRACTOR** until such time as the **CONTRACTOR** provides satisfactory evidence to the **MUNICIPALITY** that **CONTRACTOR** has come into compliance with such Affirmative Action Requirements.

8. **AMENDMENTS.** Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatever.

9. **MISCELLANEOUS:**

(A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

(B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

(C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provisions of the paragraph.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

(E) This Contract shall not be construed as to preclude the **BOROUGH** from entering into a contract or employing any other professional performing similar services during the term of this Contract.

10. **NOTICES:** All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested, as follows:

(A) If to the **BOROUGH**, address to:

Jill Gougher, Business Administrator  
Borough of STONE HARBOR  
9508 Second Avenue  
STONE HARBOR, New Jersey 08247

(B) If to **CONTRACTOR**, address to:

[SPORT CAMP PROVIDER] *Jason Yellin*

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

ATTEST:

**BOROUGH OF STONE HARBOR**

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

BY:

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

ATTEST:

[SPORT CAMP PROVIDER]

*Kathleen M. Yellin*  
\_\_\_\_\_  
Kathleen M. Yellin

BY:

*Jason M. Yellin*  
\_\_\_\_\_  
Jason M. Yellin  
Ship Shore Heat and Fitness LLC  
Ignite 360 Master Trainer

## SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following:

- (A) Ignite 360 Performance Training camp from 5/24/2013, through 9/2/2013, for individual instruction, lessons and clinics to be conducted under the **CONTRACTOR'S** direct supervision.
- (B) A professional level of staffing for the camp to offer camp programs to meet the needs of campers age six (6) years through seventeen (17) years.
- (C) A staff camper ratio that enables effective learning to take place among the campers. A staff coach will be provided for each group of 8 participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by **CONTRACTOR**.
- (E) [optional] A camp T-shirt and a players bag which shall contain lanyard, sticker and catalog for each camper.
- (F) Camp promotion and camp administration information to official camp coordinators for distribution.
- (G) Appropriate certificates of insurance including but not limited to a certificate evidencing adequate Workers' Compensation coverage to the satisfaction of both the **BOROUGH** and the Atlantic Cape May County Joint Insurance Fund of which the **BOROUGH** is a member.
- (H) Compliance with all rules and regulations established by the **BOROUGH** with respect to the administration of the playing fields.
- (I) Collection of a per camper fee of \$ 70.00/hr - \$50/hr - \$40/hr - \$34/hr - \$25/hr - \$20/hr - \$15/hr
- (J) Compensation to the **BOROUGH** on the basis of twenty (20%) percent of all fees collected. Compensation to the **BOROUGH** for camp shall be remitted no later than **September 6, 2013**.

**CONTRACTOR** reserves the right to cancel any camp session with less than thirty (30) paid campers or refuse campers who do not register within thirty (30) days of the camp.

The **BOROUGH** shall provide the following:

- (A) An official camp coordinator to work with **CONTRACTOR** and be responsible for actively promoting the camp to the local community.
- (B) Promotion of the camp using promotional material forwarded by the **CONTRACTOR**.
- (C) Field or suitable facility adequately prepared for coaching and related activities. Such a facility should be considered appropriate for the related activities.

**CONTRACTOR** is not responsible for defects that exist in the field. **BOROUGH** represents that it will defend, indemnify and hold harmless **CONTRACTOR** from any injuries or claims arising out of the negligence of the **BOROUGH** relating to the condition of the field or any other negligence unless such condition or defect has been created by the **CONTRACTOR** or any of the **CONTRACTOR'S** agents or employees of its camp activities.

**EXHIBIT "A"**  
Ignite 360 Performance Testing Days  
**SPECIFICATIONS [SPORT CAMP]**

The **CONTRACTOR** shall provide the following:

- 9am - 12pm (Athletes will be scheduled for 1 day 9-12 on 7/11 & 7/12 or 8/1 & 8/2)
- (A) Ignite 360 Performance Testing camp from A) 7/11 / B) 8/1, 2013, through A) 7/12 B) 8/2, 2013, for individual instruction, lessons and clinics to be conducted under the **CONTRACTOR'S** direct supervision.
- (B) A professional level of staffing for the camp to offer camp programs to meet the needs of campers age six (6) years through seventeen (17) years.
- (C) A staff camper ratio that enables effective learning to take place among the campers. A staff coach will be provided for each group of 8 participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by **CONTRACTOR**.
- (E) [optional] A camp T-shirt and a players bag which shall contain lanyard, sticker and catalog for each camper.
- (F) Camp promotion and camp administration information to official camp coordinators for distribution.
- (G) Appropriate certificates of insurance including but not limited to a certificate evidencing adequate Workers' Compensation coverage to the satisfaction of both the **BOROUGH** and the Atlantic Cape May County Joint Insurance Fund of which the **BOROUGH** is a member.
- (H) Compliance with all rules and regulations established by the **BOROUGH** with respect to the administration of the playing fields.
- (I) Collection of a per camper fee of \$ 100 .00.
- (J) Compensation to the **BOROUGH** on the basis of twenty (20%) percent of all fees collected. Compensation to the **BOROUGH** for camp shall be remitted no later than **September 6, 2013**.

**CONTRACTOR** reserves the right to cancel any camp session with less than thirty (30) paid campers or refuse campers who do not register within thirty (30) days of the camp.

The **BOROUGH** shall provide the following:

- (A) An official camp coordinator to work with **CONTRACTOR** and be responsible for actively promoting the camp to the local community.
- (B) Promotion of the camp using promotional material forwarded by the **CONTRACTOR**.
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**CONTRACTOR** is not responsible for defects that exist in the field. **BOROUGH** represents that it will defend, indemnify and hold harmless **CONTRACTOR** from any injuries or claims arising out of the negligence of the **BOROUGH** relating to the condition of the field or any other negligence unless such condition or defect has been created by the **CONTRACTOR** or any of the **CONTRACTOR'S** agents or employees of its camp activities.

CL 2571528A

Renewal of Number

\*\*\* RENEWAL CERTIFICATE \*\*\*

Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. CL 2571528B

NAMED INSURED AND ADDRESS:

SHIP SHAPE HEALTH & FITNESS, LLC  
1316 PADDOCK WAY  
CHERRY HILL, NJ 08034

This Insurance is Issued Pursuant to the New Jersey Surplus Lines Law. This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

POLICY PERIOD: (MO. DAY YR.) From: 05/01/2012 To: 05/01/2013

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Limited Liability Company

BUSINESS DESCRIPTION: Fitness Program

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER CL 2571528A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$650.00
Wholesaler Broker Fee	\$50.00
Surplus Lines Tax	\$32.50
<b>TOTAL:</b>	<b>\$732.50</b>

2013 Renewal  
5/1/13  
Will mail on that date

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue  
**See Endorsement EOD (1/95)**

Agent: PENNOCK INSURANCE, INC. (1205)  
2 Christy Drive, Suite 301  
Chadds Ford, PA 19317-2000

Issued: 4/17/2012

Broker: KEH Insurance Agency, Inc.  
1415 Marlton Pike East, Suite 501  
Cherry Hill, NJ 08034

By: Thomas P. Kennedy  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE UPC (08-07) FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 05/01/2012  
Stone Harbor Borough  
9508 Second Avenue  
Stone Harbor, NJ 08247

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with the premises owned by or rented to you.

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



## RESOLUTION

### TAX IDENTIFICATION CERTIFICATION

WHEREAS, The Recycling Enhancement Act, P.O. 2007, chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, there is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility; and

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant moneys received by the municipality shall be expended only for its recycling program.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor that the Borough of Stone Harbor hereby certifies a submission of expenditure for taxes paid pursuant to P.L.2007, chapter 311, in 2012 in the amount of \$ 8,187.36. Documentation supporting this submission is available at Department of Public Works and shall be maintained for no less than five years from this date.

Tax Identification Statement certified by: James Nicola  
Name of official: James Nicola  
Title of official: CFO  
Date March 19, 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

(8)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c 102 has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grant to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as conditions for applying for tonnage grants including, but not limited to making and keeping accurate, verifiable records of material collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the 2012 tonnage grant in calendar year 2013 will memorialize the commitment of this municipality to recycling and indicate the assent of Members of Council of the Borough of Stone Harbor to the efforts undertaken by the Municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor that the Borough of Stone Harbor hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates Gregory Sheeran, Director of Public Works, 9508 Second Avenue, Stone Harbor, N.J. 08247 to ensure that the said application is properly filed.

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**

(9)

**APPROVING AN AGREEMENT BETWEEN THE BOROUGH OF STONE HARBOR AND LOCAL 2327 OF THE UNITED AUTOMOBILE WORKERS UNION OF THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2013**

WHEREAS, the Borough of Stone Harbor recognizes Local 2327 of the United Automobile Workers (UAW) as the sole and exclusive representative of certain employees of the Borough of Stone Harbor for the purpose of collective bargaining negotiations concerning wages, hours and other terms and conditions of employment; and

WHEREAS, represented employees consist of all the dispatchers serving as members of the Stone Harbor Police Department; and

WHEREAS, the Borough and UAW Local 2327 have engaged in and complete collective bargaining negotiations and reached an agreement covering the time frame of January 1, 2013, through December 31, 2013, which, when approved by both parties shall become the controlling Collective Bargaining Agreement between the Borough and UAW Local 2327

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 agreement aforementioned, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved and adopted by the Borough of Stone Harbor on this 19<sup>th</sup> day of March, 2013;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute the Collective Bargaining Agreement and deliver same to UAW Local 2327.

BE IT FURTHER RESOLVED that the Borough of Stone Harbor will undertake to enact any rule regulation, resolution or ordinance required, as the law may allow, in order to fully carry out the terms and conditions of the agreement approved by this Resolution.

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

(10)

BOROUGH OF STONE HARBOR  
SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

Name of Event: PLANT & BAKE SALE

Date of Event: 5/10 & 5/11/13 Location of Event: Water Works Bldg

Rain Date: \_\_\_\_\_ Street Closing Required?  Yes (Fees Required)  No

Type of Event: USE of Fire Hoses IN THE EVENT of Rain

Parade  Festival  5k/Walkathon (Designated Routes Only)

Bike Race  Triathlon  Sporting Event

Multi-Day Event  Rally/Demonstration  Other: PLANT & BAKE SALE

Estimate of Daily Crowd Expected: \_\_\_\_\_ Admission Fee (If Any): \$ 0-

Site Plan Attached, if Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 3/3/13 Fee Paid: \$ N/A

Sponsor's Name: GARDEN CLUB of Stone Harbor, INC

Contact Person: KAREN H LAWE

Phone: 308-2442 Email Address: KLAWE@Comcast.net

Mailing Address: 10310 FIRST AVE S.H.

ALL APPLICANTS MUST COMPLETE THIS SECTION  
PENDING: PUBLIC WORKS APPROVAL & AVAILABILITY

\*\* Requested Borough Utilities:

1.) Borough Trash receptacles and removal  Yes  No  Not Applicable

If No, Name of Private Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

2.) Will you need Temporary Stages or View Stands?  Yes  No  Not Applicable

If Yes, Use: \_\_\_\_\_

Location: \_\_\_\_\_

3.) Will you need Borough Electrical Services?  Yes  No  Not Applicable

If Yes, Describe In Detail (Must Provide Site Plan): \_\_\_\_\_

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4.) Will you be using Generators or Compressors?  Yes  No  Not Applicable

If Yes, Where: \_\_\_\_\_

5.) How Many Portable Toilets are you providing? None

Name of Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Delivery Date & Time (approx): \_\_\_\_\_

6.) Will Borough Water be needed?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

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7.) Will you require Fencing or enclosures?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

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8.) Will you require construction of temporary structures or fixtures?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

**\*\* Notice: Request for Borough services are authorized by Council. Any and All additions made are subject to Council Approval and may incur refiling fees.**

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ALL APPLICANTS MUST COMPLETE THIS SECTION

PENDING: FEES ASSEMENT, PUBLIC SAFETY APPROVAL & AVAILABILITY

\*\* Request Public Safety & Fire

1.) Will you need police assistance?

\_\_\_\_\_

2.) Are there any road Closures Requests (Site Plan Must Be Included)

\_\_\_\_\_

3.) No Parking Request (Event Planners are responsible for finding their vendors parking for the day of their events. Borough suggests the use of the 80<sup>th</sup> street marina parking lot for day long parking).

*NO PARKING SIGNS IN FRONT OF BUILDING - NOOD 5/10 UNTIL 2:00 PM  
COULD LIKE PORTION OF LOT BEHIND BUILDING FOR PKG. 5/11/13*

4.) Will there be transportation provided to move traffic around the seven mile island?

Yes  No  Not Applicable

If yes, please describe routes: \_\_\_\_\_

\_\_\_\_\_

5.) EMS or Fire Requested  Yes  No  Not Applicable

If yes, location: \_\_\_\_\_

6.) Will there be any use of Propane or Generators during the day?

If yes describe in detail: \_\_\_\_\_

\_\_\_\_\_

Vendors should also be reminded to have all the necessary Fire permits which can be obtained through the Fire Official at Borough Hall or on the web at [www.boroughofsevenmile.com](http://www.boroughofsevenmile.com)

NOTICE TO APPLICANT'S SPONSORING

SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application must be received by the Borough Clerk's Office 60 days prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below:

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.

INDEMNITY CLAUSE

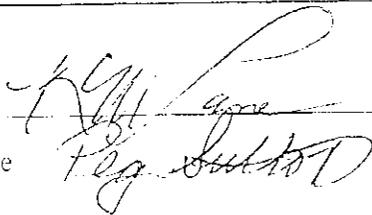
(Hold Harmless Agreement)

To the fullest extent permitted by law, GARDEN Club of Stone Harbor agrees to defend,  
(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

SIGNATURE OF APPLICANT:

Signature



3/3/13

Date

Client#: 7945

GARDCLU

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 609 522-3406 FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:	
<b>INSURED</b> Garden Club Of Stone Harbor Inc. c/o Peg Sutton P O Box 42 Stone Harbor, NJ 08247		INSURER(S) AFFORDING COVERAGE INSURER A: Franklin Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLP2561606	10/10/2012	10/10/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATU-TORY LIMITS OTH-LIAB E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Community Yard Sale, Saturday May 18th, 2013 at 96th Street and 1st Avenue, Stone Harbor, NJ 08247 from 8AM to 2PM.

<b>CERTIFICATE HOLDER</b> Borough of Stone Harbor 9508 2nd Avenue Stone Harbor, NJ 08247	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kathleen E. Beach</i>
---	--

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FOR DEPARTMENT USE ONLY:

DEPARTMENT OF PUBLIC WORKS

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: \_\_\_\_\_  
Date Received By  
APPROVED:  DENIED:  Director of Public Works: [Signature]  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAFETY OFFICER:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 3/5/13  
Date Received By [Signature]  
APPROVED:  DENIED:  Safety Officer: [Signature] 3/5/13  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
Lot May Not Be Available Due To  
Water Tower Construction

CHIEF OF POLICE:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 3/24 [Signature]  
Date Received By  
APPROVED:  DENIED:  Police Chief: VIA Email 3/4  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_

ROGER STANFORD, FIRE OFFICIAL:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON:

3/4  
Date

logk  
Received By

APPROVED:  DENIED:

Fire Official:

VIA Email  
Signature

3/4  
Date

A brief explanation, if license was denied:

\_\_\_\_\_  
\_\_\_\_\_

BOROUGH CLERK

\*APPLICATION WAS RECEIVED BY MY OFFICE ON:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By

APPROVED:  DENIED:

Borough Clerk:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A brief explanation, if license was denied:

\_\_\_\_\_  
\_\_\_\_\_

**Liz Hargett**

---

**From:** Reynolds, Paul [PReynolds@police.stone-harbor.nj.us]  
**Sent:** Monday, March 04, 2013 11:51 AM  
**To:** Liz Hargett  
**Subject:** APPROVED.....RE: Please Advise. Garden Club Plant Sale.

**From:** Liz Hargett [mailto:HargettL@stone-harbor.nj.us]  
**Sent:** Monday, March 04, 2013 10:51 AM  
**To:** Grant Russ; Craig Reeves; Gregory Sheeran; Fire Official; Reynolds, Paul  
**Subject:** Please Advise. Garden Club Plant Sale.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[hargettl@stone-harbor.nj.us](mailto:hargettl@stone-harbor.nj.us)

## Liz Hargett

---

**From:** Fire Official  
**Sent:** Monday, March 04, 2013 11:07 AM  
**To:** Liz Hargett  
**Subject:** RE: Please Advise. Garden Club Plant Sale.

OK

**From:** Liz Hargett  
**Sent:** Monday, March 04, 2013 10:51 AM  
**To:** Grant Russ; Craig Reeves; Gregory Sheeran; Fire Official; Reynolds, Paul  
**Subject:** Please Advise. Garden Club Plant Sale.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[hargettl@stone-harbor.nj.us](mailto:hargettl@stone-harbor.nj.us)

(11)

BOROUGH OF STONE HARBOR  
NO USE OF BOROUGH UTILITIES  
SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

All fees shall be paid to the Borough Clerk when the application is filed

By filling this form you are stating to the borough that your event will not need borough funded utilities or employees on public property. The following information will be left with the Department of Tourism, Stone Harbor Clerks Office, Department of Public Works, SHPF and SHFD

Application filing fees	\$50 within 60 Days \$75 within 30 Days \$125 within 15 Days
-------------------------	--

Name of Event: Wetlands Institute Spring Stone Harbor + Haverstone Crab Festival

Date of Event: May 18-19 2013 Location of Event: Stone Harbor Pier 1

Rain Date: N/A Street Closing Required?  Yes (Fees Required)  No

Type of Event:

- Parade       Festival       Block Party  
 Sk/Walkathon (Designated Routes Only)  
 Bike Race       Triathlon       Sporting Event  
 Multi-Day Event       Rally/Demonstration  Other: Beach Hikes

*Most of event is at Wetlands Institute*

Estimate of Daily Crowd Expected: 15-25 Admission Fee (If Any): \$ 15A, 10C

Site Plan Attached, If Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 3/1/13 Fee Paid: \$2000 per J. Rich 3/1/13

Sponsor's Name: Wetlands Institute

Contact Person: Lenore Tedesco

Phone: 365-1211 Email Address: ltedesco@wetlandsinstitute.org

Mailing Address: 1075 Stone Harbor Blvd  
Stone Harbor NJ 08247

ALL APPLICANTS MUST COMPLETE THIS SECTION  
PENDING: PUBLIC WORKS APPROVAL & AVAILABILITY

\*\* Requested Borough Utilities:

1.) Borough Trash receptacles and removal  Yes  No  Not Applicable

If No, Name of Private Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

2.) Will you need Temporary Stages or View Stands?  Yes  No  Not Applicable

If Yes, Use: \_\_\_\_\_

Location: \_\_\_\_\_

3.) Will you need Borough Electrical Services?  Yes  No  Not Applicable

If Yes, Describe In Detail (Must Provide Site Plan): \_\_\_\_\_

---

4.) Will you be using Generators or Compressors?  Yes  No  Not Applicable

If Yes, Where: \_\_\_\_\_

5.) How Many Portable Toilets will you be providing? N/A

Name of Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Delivery Date & Time (approx): \_\_\_\_\_

6.) Will Borough Water be needed?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

---

7.) Will you require Fencing or enclosures?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

---

8.) Will you require construction of temporary structures or fixtures?  Yes  No  Not Applicable

If Yes, Describe in Detail: \_\_\_\_\_

\*\* Notice: Request for borough services are authorized by Council. Any and All additions made are subject to Council Approval and may incur refilling fees.

---

ALL APPLICANTS MUST COMPLETE THIS SECTION

PENDING: FEES ASSEMENT, PUBLIC SAFETY APPROVAL & AVAILABILITY

\*\* Request Public Safety & Fire

1.) Will you need police assistance?

No

2.) Are there any road Closures Requested (Site Plan Must Be Included)

No

3.) No Parking Request (Event Planners are responsible for finding their vendors parking for the day of their events. Borough suggests the use of the 80<sup>th</sup> street marina parking lot for day long parking).

No

4.) Will there be transportation provided to move traffic around the seven mile island?

Yes  No  Not Applicable

If yes, please describe routes: \_\_\_\_\_

5.) Will there be the Use or Purchase of Alcohol during the event?  Yes  No  Not Applicable

If Yes, Please provide a separate Site Plan Detailing where the alcohol will be consumed, where IDs will be checked and show what signage will be placed in drinking area.

6.) EMS or Fire Requested  Yes  No  Not Applicable

If yes, location: \_\_\_\_\_

7.) Will there be any use of Propane or Generators during the day?

If yes describe in detail: No

Vendors should also be reminded to have all the necessary Fire permits which can be obtained through the fire official at Borough Hall or on the web at [www.stone-harbor.nj.us](http://www.stone-harbor.nj.us)

NOTICE TO APPLICANT'S SPONSORING

SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application must be received by the Borough Clerk's Office 60 days Prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below:

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.). In addition, each vendor must provide a Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured in the amount as indicated above.

INDEMNITY CLAUSE

(Hold Harmless Agreement)

To the fullest extent permitted by law, Wetlands Institute agrees to defend,

(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

Stone Harbor Board

SIGNATURE OF APPLICANT: [Signature]

Signature

3/4/2013  
Date



# CERTIFICATE OF LIABILITY INSURANCE

WETLAND

OP ID: D3

DATE (MM/DD/YYYY)  
03/04/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of NJ, LLC PO Box 1187 Marmora, NJ 08223 Stephen R. Rankin	609-390-3360 609-390-3239	CONTACT NAME: Donna LaBree PHONE (A/C, No, Ext): 609-840-4311 E-MAIL ADDRESS: dlabree@bbinj.com	FAX (A/C, No): 609-390-3239
INSURED The Wetlands Institute 1075 Stone Harbor Boulevard Stone Harbor, NJ 08247	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Franklin Mutual Insurance Co.		856
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR STR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-IF-CI <input type="checkbox"/> LOC	X	CPP2575165	09/15/12	09/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP2575165	09/15/12	09/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000		XLP2575166	09/15/12	09/15/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCP2754553	09/15/12	09/15/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

BOROU90

Borough Of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Donna C LaBree*

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ACORD 25 (2010/05)

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DEPARTMENT OF PUBLIC WORKS

\*APPLICATION WAS RECEIVED BY MY OFFICE ON:

Date

Received By

APPROVED:  DENIED:  Director of Public Works:



Signature

Date

A brief explanation, if license was denied:

SAFETY OFFICER:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON:

Date

Received By

APPROVED:  DENIED:  Safety Officer:



Signature

Date

A brief explanation, if license was denied:

CHIEF OF POLICE:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON:

3/11

Paul

Date

Received By

APPROVED:  DENIED:  Police Chief:

Via Email

3/11

Signature

Date

A brief explanation, if license was denied:

ROGER STANFORD, FIRE OFFICIAL:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 3/11 Rosen  
Date Received By

APPROVED:  DENIED:  ~~Fire~~ Official: VIA Email 3/11  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOROUGH CLERK

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: \_\_\_\_\_  
Date Received By

APPROVED:  DENIED:  ~~Borough~~ Clerk: \_\_\_\_\_  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Liz Hargett

---

**From:** Fire Official  
**Sent:** Monday, March 11, 2013 11:18 AM  
**To:** Liz Hargett  
**Subject:** RE: Wetlands Insitiute Spring Shore Bird Festival Event Approvals

OK

**From:** Liz Hargett  
**Sent:** Monday, March 11, 2013 11:04 AM  
**To:** Gregory Sheeran; Grant Russ; Craig Reeves; Fire Official; Reynolds, Paul  
**Subject:** Wetlands Insitiute Spring Shore Bird Festival Event Approvals

FYI:

The Actual Festival is being held at the wetlands Institute. The Wetlands is asking for permission to walk along the beach and do tours showing the wild life. No use of Borough employees are being asked for.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[hargettl@stone-harbor.nj.us](mailto:hargettl@stone-harbor.nj.us)

**Liz Hargett**

---

**From:** Reynolds, Paul [PReynolds@police.stone-harbor.nj.us]  
**Sent:** Monday, March 11, 2013 11:08 AM  
**To:** Liz Hargett  
**Subject:** APPROVED.....RE: Wetlands Insitiute Spring Shore Bird Festival Event Approvals

**From:** Liz Hargett [mailto:Hargett@stone-harbor.nj.us]  
**Sent:** Monday, March 11, 2013 11:04 AM  
**To:** Gregory Sheeran; Grant Russ; Craig Reeves; Fire Official; Reynolds, Paul  
**Subject:** Wetlands Insitiute Spring Shore Bird Festival Event Approvals

FYI:

The Actual Festival is being held at the wetlands Institute. The Wetlands is asking for permission to walk along the beach and do tours showing the wild life. No use of Borough employees are being asked for.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
hargett@stone-harbor.nj.us

(12)

BOROUGH OF STONE HARBOR  
SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

Name of Event: Q13 Scramble 5K

Date of Event: 7-21-13 Location of Event: 1st and 90th (see map detail)

Rain Date: N/A Street Closing Required?  Yes (Fees Required)  No

Type of Event:

- Parade
- Festival
- 5k/Walkathon (Designated Routes Only)
- Bike Race
- Triathlon
- Sporting Event
- Multi-Day Event
- Rally/Demonstration
- Other: \_\_\_\_\_

Estimate of Daily Crowd Expected: 800 Admission Fee (If Any): \$ 30 for registration

Site Plan Attached, if Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 2-27-13 Fee Paid: \$ 600

Sponsor's Name: Juniata Youth Playbook

Contact Person: Ken Culbertson

Phone: 856-430-8250 Email Address: Ken@gooddayforarun.com

Mailing Address: 506 Macintosh Dr.  
Mullica Hill, NJ 08062

ALL APPLICANTS MUST COMPLETE THIS SECTION

PENDING: PUBLIC WORKS APPROVAL & AVAILABILITY

\*\* Requested Borough Utilities:

1.) Borough Trash receptacles and removal  Yes  No  Not Applicable

If No, Name of Private Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

2.) Will you need Temporary Stages or View Stands?  Yes  No  Not Applicable

If Yes, Use: Stage for announcements and awards

Location: Park at corner of 1st and 8th (See attached detail)

3.) Will you need Borough Electrical Services?  Yes  No  Not Applicable

If Yes, Describe in Detail (Must Provide Site Plan): for staging area PA/Sound

4.) Will you be using Generators or Compressors?  Yes  No  Not Applicable

If Yes, Where: Timing Company has a generator

5.) How Many Portable Toilets are you providing? 2-4

Name of Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Delivery Date & Time (approx): July 19th, Mid day

6.) Will Borough Water be needed?  Yes  No  Not Applicable

If Yes, Describe in Detail: N/A

7.) Will you require Fencing or enclosures?  Yes  No  Not Applicable

If Yes, Describe in Detail: N/A

8.) Will you require construction of temporary structures or fixtures?  Yes  No  Not Applicable

If Yes, Describe in Detail: N/A

**\*\* Notice: Request for Borough services are authorized by Council. Any and All additions made are subject to Council Approval and may incur refiling fees.**

ALL APPLICANTS MUST COMPLETE THIS SECTION

PENDING: FEES ASSEMENT, PUBLIC SAFETY APPROVAL & AVAILABILITY

\*\* Request Public Safety & Fire

1.) Will you need police assistance?

Yes

2.) Are there any road Closures Requests (Site Plan Must Be Included)

Yes

3.) No Parking Request (Event Planners are responsible for finding their vendors parking for the day of their events. Borough suggests the use of the 80<sup>th</sup> street marina parking lot for day long parking).

4.) Will there be transportation provided to move traffic around the seven mile island?

Yes  No  Not Applicable

If yes, please describe routes: \_\_\_\_\_

5.) (EMS or Fire Requested)  Yes  No  Not Applicable

If yes, location: Basin Line area

6.) Will there be any use of Propane or Generators during the day?

If yes describe in detail: Emergency Company uses a generator and fisher line

Vendors should also be reminded to have all the necessary Fire permits which can be obtained through the Fire Official at Borough Hall or on the web at [www.stone-harbor.nj.us](http://www.stone-harbor.nj.us)

NOTICE TO APPLICANT'S SPONSORING

SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application must be received by the Borough Clerk's Office 60 days prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below:

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.

INDEMNITY CLAUSE

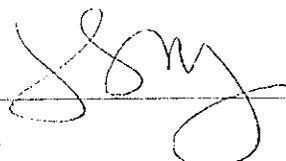
(Hold Harmless Agreement)

To the fullest extent permitted by law, Good Day for A Run/Jaws Youth Program agrees to defend,  
(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

SIGNATURE OF APPLICANT:

Signature



2/27/13  
Date

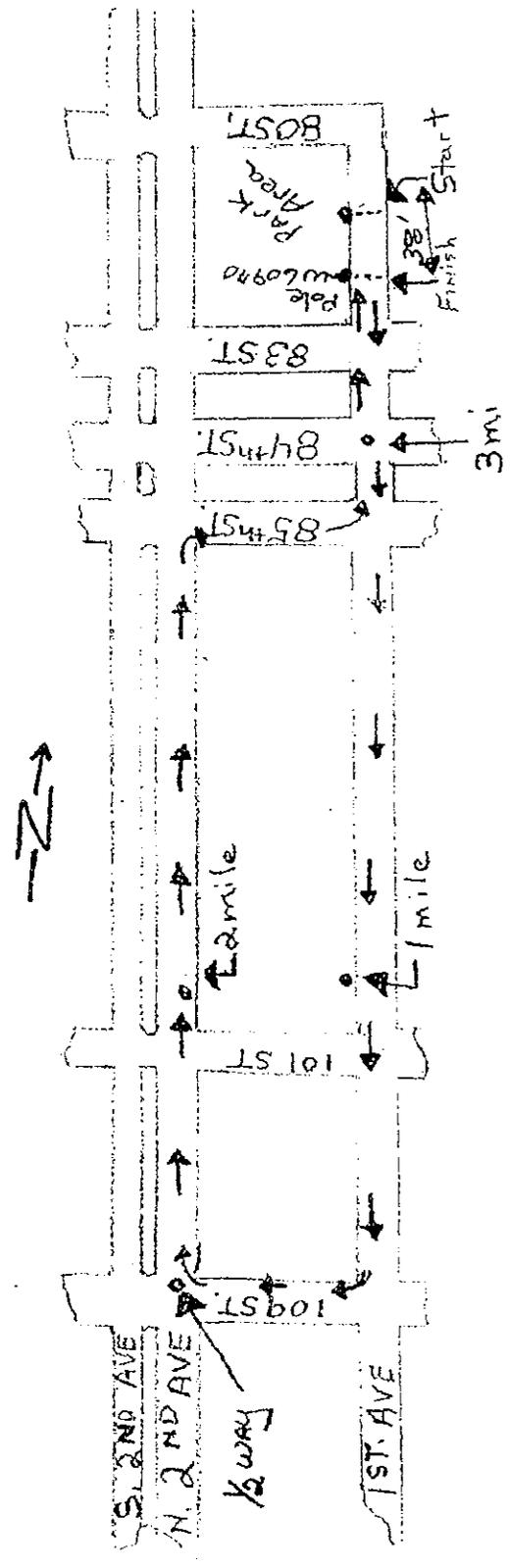
Jaws Youth Fund 5K MAP - Stone Harbor, NJ  
 NJ 09020 LMB Effective 6/12/2009 to 12/31/2009

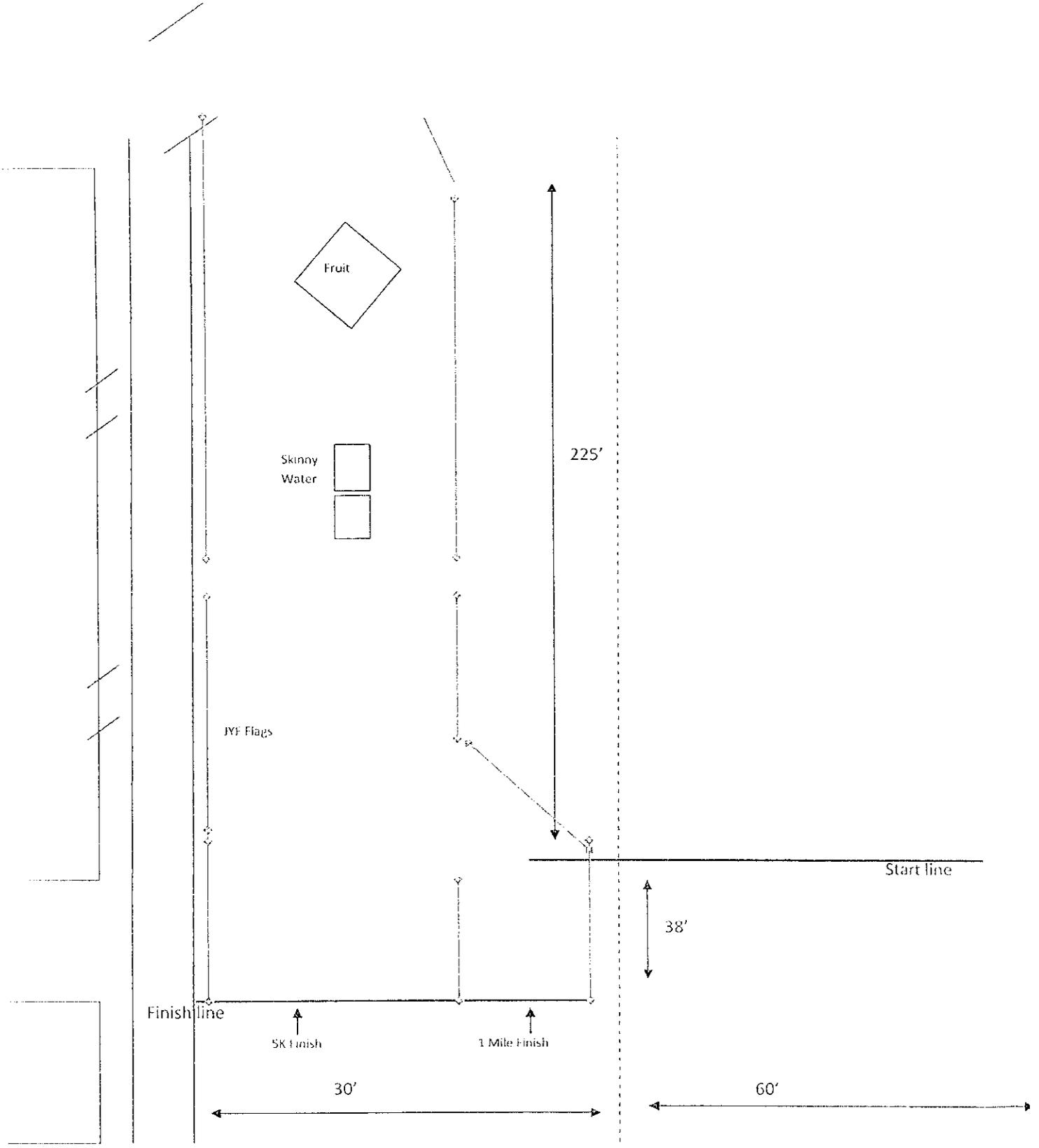
START - On 1st Ave. 38' North of Finish  
 or 38' N. of Pole W 60970 (NAIL HOUSE) IN STREET

FINISH - on 1st Ave Directly opposite  
 Pole # W 60970 (NAIL HOUSE) IN STREET

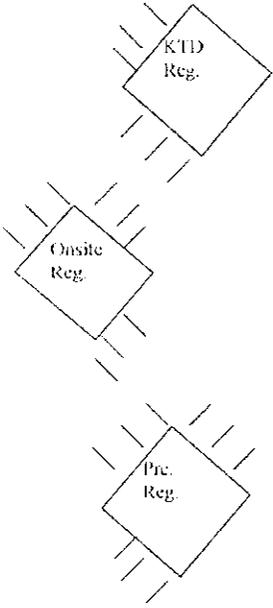
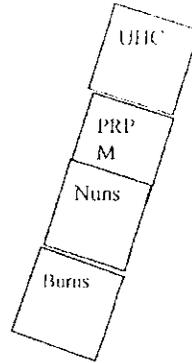
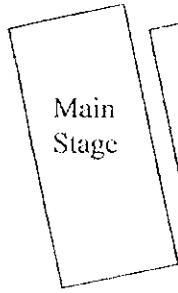
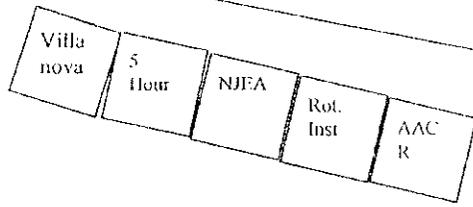
Measured by:  
 Gene Hoopes  
 609-561-4441  
 aksts4@verizon.net  
 6/9/2009

- 1-MILE - on 1st Ave opposite house #10015 or  
 50' N of center line of 101st
- 2-MILE - on 2nd Ave 20' North of 101st or  
 Directly opposite house # 10015 2nd Ave.
- 3-MILE - on 1st Ave @ center line of 84th St  
 Intersection.



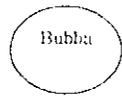


80 th St.



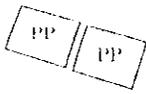
1<sup>st</sup> Ave.

O  
C  
E  
A  
N



-  10X10 Tents
-  Bringing own tent-drop 8' Tables
-  No tent-drop 8' Tables

Porta Pot Drop off



✓ Signed to O.

SATURDAY July 20<sup>th</sup>, 2013

but based off 2012 event.

11:00am – 3:00 pm Packet Pick-Up (Windrift) *Contact: Pete Compare: (609) 368-5175*

2:00 PM Lining Football Fields (JYP Volunteer football coach to do lining)

3:00 PM Rental deliveries (tents, tables, etc) JYP will meet rental company and provide direction on placement.

8:00 PM Delivery of Balloon Field Goal Post **SUNDAY, JULY 21, 2013**

4:45 AM Core Volunteer Arrivals

5:30 - 6 AM Sponsor Arrivals

5:45 AM Volunteer Arrivals

6:00 AM Set-Up Race Course

Water stations at

- 96<sup>th</sup> & 1<sup>st</sup> Ave
- 96<sup>th</sup> and 2<sup>nd</sup> Ave

Turns at:

- 1<sup>st</sup> Ave/ 109<sup>th</sup> St
- 2<sup>nd</sup> Ave/ 109<sup>th</sup> St
- 2<sup>nd</sup> Ave/ 85<sup>th</sup> St
- 1<sup>st</sup> Ave/ 85<sup>th</sup> St

6:15 AM Street Closure (1<sup>st</sup> Avenue between 80<sup>th</sup> and 82<sup>nd</sup>) -- No vehicles, including Sponsor vehicles.

6:30 AM REGISTRATION OPENS / MAIN STAGE OPENS!

7:30 AM CAM Buses Arrive (drop-off on 2<sup>nd</sup> Ave between 80<sup>th</sup> and 81<sup>st</sup>)

8:00 AM Registration Closes

8:00 AM KIDS TOUCHDOWN RUN (on football field)  
*Open to kids 10 and younger, every finisher gets a medal*

- Mascot Dash
- Wave I: Kids 6 and younger
- WAVE II: Kids 10 and younger

Subject to change, but based off  
last year's event

- 8:15 AM 5K Begins (on 1<sup>st</sup> Ave at 82<sup>nd</sup> street)
- \*EQUUS PACE CAR
- 8:20 AM 1-Mile Walk (immediately following the 5K start)
- 9:30 AM Awards and Team Judging
- 5K and Kids TD Run Winners (*Jess will give Ralph spreadsheet with winners and accompanying medals*)
  - Team Judging
- 9:45AM Wrap-Up/ Thank you!
- 10:15 AM MAIN STAGE CLOSES / Break-Down
- 10:30 AM Rental Company pick-up
- 11:30 AM CAM Buses depart

STONE HARBOR ASSISTANCE: Here is a list of things we've already spoken about, just to confirm we are on the same page.

- Set-Up main stage (same corner location as 2010)
- Run power to main stage area
  - o We will need to provide an outlet to three booths near main stage location (we will provide extension cords)
  - o We would also like to use power near the pathway to 1<sup>st</sup> Avenue for a Soul Inflatable
  - o We need one power back-up supply at the race start/finish line.
- You will loan us yellow barricades and 25 cones (as you have in the past)
- Fire Dept to stage EMT at field area
- You will close the street at 5:00AM. (1<sup>st</sup> Ave between 80<sup>th</sup> and 82<sup>nd</sup>)
- Stone Harbor Fire Dept will set-up and man waterstation at 2<sup>nd</sup> ave and 96<sup>th</sup> street (JYP will drop tables, cups and water)
- Per Van, JYP can use Rec Center for Volunteer HQ on Sunday morning. As well as store a field goal overnight in the basketball court (delivery at 8pm).

FOR DEPARTMENT USE ONLY:

DEPARTMENT OF PUBLIC WORKS

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: \_\_\_\_\_

Date

Received By

APPROVED:  DENIED:  Director of Public Works: \_\_\_\_\_

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

SAFETY OFFICER:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 2/28/13 \_\_\_\_\_

Date

Received By

APPROVED:  DENIED:  Safety Officer: \_\_\_\_\_

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

CHIEF OF POLICE:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 3/01 \_\_\_\_\_

Date

Received By

APPROVED:  DENIED:  Police Chief: \_\_\_\_\_

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

**ROGER STANFORD, FIRE OFFICIAL:**

*APPLICATION WAS RECEIVED BY MY OFFICE ON: _____	
Date	Received By

APPROVED:  DENIED:  **Fire Official:** \_\_\_\_\_

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BOROUGH CLERK**

*APPLICATION WAS RECEIVED BY MY OFFICE ON: _____	
Date	Received By

APPROVED:  DENIED:  **Borough Clerk:** \_\_\_\_\_

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Liz Hargett**

---

**From:** Reynolds, Paul [PReynolds@police.stone-harbor.nj.us]  
**Sent:** Friday, March 01, 2013 7:37 AM  
**To:** Liz Hargett  
**Subject:** APPROVED.....RE: Jaws 5K Scramble

**From:** Liz Hargett [mailto:HargettL@stone-harbor.nj.us]  
**Sent:** Thursday, February 28, 2013 12:16 PM  
**To:** Grant Russ; Craig Reeves; Reynolds, Paul; Gregory Sheeran; Fire Official; Van Cathcart  
**Subject:** Jaws 5K Scramble

Please Advise.

I had them push back the date a week to give PW more time in between 5K and Art show. Also reminded them about clean up and permission of use for the Rec Support Building. I was told they would not be using it this year.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
hargettL@stone-harbor.nj.us

(13)

BOROUGH OF STONE HARBOR  
SPECIAL EVENTS ON PUBLIC LANDS  
WITH NO USE OF BOROUGH UTILITIES

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

All fees shall be paid to the Borough Clerk when the application is filed

By filing this form you are stating to the Borough that your event will not need Borough funded utilities or employees on public property. The following information will be sent to the Department of Tourism, Stone Harbor Clerk's Office, Department of Public Works, SHPD and SHFD

Application filing fees	\$50 within 60 Days \$75 within 30 Days \$125 within 15 Days
-------------------------	--

Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder and/as Additional Insured in addition to this completed form

Name of Event: Family & Friends Triathlon  
Date of Event: July 27, 2013 Location of Event: 10406 Golden Gate Drive  
Rain Date: none Street Closing Required?  Yes (Fees Required),  No

Type of Event:

- Parade       Festival       5k/Walkathon (Designated Routes Only)  
 Bike Race       Triathlon       Sporting Event  
 Multi-Day Event       Rally/Demonstration       Other: \_\_\_\_\_

Estimate of Daily Crowd Expected: 50 Admission Fee (If Any): \$ none  
50 Triathletes & 30 walkers  
Site Plan Attached, If Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 7-27-13 Fee Paid: \$ 30.00

Sponsor's Name: George L. Meagher Sr.

Contact Person: George L. Meagher Sr.

Phone: 715 865 3005 cell Email Address: gemwmp@msu.com

Mailing Address: 914 Talamore Drive  
Amble P.O. 19002

*The Borough of Stone Harbor  
Department of Public Works  
10406 Golden Gate Drive  
Stone Harbor, NJ 08280*

NOTICE TO APPLICANT'S SPONSORING

SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application must be received by the Borough Clerk's Office 60 days prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below: *& it being applicable*

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.

INDEMNITY CLAUSE

(Hold Harmless Agreement)

To the fullest extent permitted by law, George L. Maglietta agrees to defend,  
(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

SIGNATURE OF APPLICANT: \_\_\_\_\_

Signature

Date

# MANLAND TRIATHLON

## COURSE

### ¼ mile swim:

Start in the water in front of Meagher Dock  
Swim to the first mark in center of basin  
Swim to the second mark closer to docks  
Swim back to Meagher dock  
(Course will be in clockwise direction: avoid collisions!)  
Exit at ladder and proceed to driveway

### 11 mile bike:

Walk bike to start line marked with two orange pylons  
Ride out on 104<sup>th</sup> street (towards ocean)  
Turn right on 3<sup>rd</sup> Avenue  
Turn left on 105<sup>th</sup> Street...with CAUTION...WATCH FOR TRAFFIC!  
Turn right on 2<sup>nd</sup> avenue (towards Wildwood)  
Ride to 123<sup>rd</sup> street (end of islands)  
Ride to 98<sup>th</sup> street (towards Avalon) 1<sup>st</sup> lap  
Ride to 123<sup>rd</sup> street (end of islands)  
Ride to 98<sup>th</sup> street (towards Avalon) 2<sup>nd</sup> lap  
Ride to 123<sup>rd</sup> street (end of islands)  
Ride to 98<sup>th</sup> street (towards Avalon) 3<sup>rd</sup> lap  
Ride to 123<sup>rd</sup> street (end of islands)  
Ride to 105<sup>th</sup> street 4<sup>th</sup> lap  
Turn left on 105<sup>th</sup> street (towards Bay)  
Turn right on 3<sup>rd</sup> Avenue  
Turn left on 104<sup>th</sup> street...with CAUTION...WATCH FOR TRAFFIC!  
Return to driveway at Meagher house

### 2.9 mile run:

Run out on 104<sup>th</sup> street  
Turn right on 3<sup>rd</sup> Avenue  
Turn left on 105<sup>th</sup> Street...with CAUTION...WATCH FOR TRAFFIC!  
Turn right on northbound lane of 2<sup>nd</sup> avenue (towards wildwood)  
You must run towards traffic  
Run to 123<sup>rd</sup> street (end of islands)  
Run on southbound lane of 2<sup>nd</sup> avenue to 105<sup>th</sup> street  
Turn left on 105<sup>th</sup> street  
Turn right on 3<sup>rd</sup> Avenue  
Turn left on 104<sup>th</sup> street...with CAUTION...WATCH FOR TRAFFIC!  
Run to Meagher House  
Cross finish line between orange pylons for official time

FOR DEPARTMENT USE ONLY:

DEPARTMENT OF PUBLIC WORKS

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: \_\_\_\_\_

Date

Received By

APPROVED:  DENIED:  Director of Public Works:

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

SAFETY OFFICER:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: \_\_\_\_\_

Date

Received By

APPROVED:  DENIED:  Safety Officer:

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

CHIEF OF POLICE:

\*APPLICATION WAS RECEIVED BY MY OFFICE ON: 3/11

Date

Received By

APPROVED:  DENIED:  Police Chief: VIA Email

Signature

Date

A brief explanation, if license was denied: \_\_\_\_\_

**ROGER STANFORD, FIRE OFFICIAL:**

*APPLICATION WAS RECEIVED BY MY OFFICE ON: <u>3/11</u>	<u>Roger S</u>
Date	Received By

APPROVED:  DENIED:  Fire Official: VIA Email 3/11  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOROUGH CLERK**

*APPLICATION WAS RECEIVED BY MY OFFICE ON: _____	_____
Date	Received By

APPROVED:  DENIED:  Borough Clerk: \_\_\_\_\_  
Signature Date

A brief explanation, if license was denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Liz Hargett**

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**From:** Reynolds, Paul [PReynolds@police.stone-harbor.nj.us]  
**Sent:** Monday, March 11, 2013 12:09 PM  
**To:** Liz Hargett  
**Subject:** APPROVED.....RE: Meagher and Friends Triathlon Event App

**From:** Liz Hargett [mailto:largett@stone-harbor.nj.us]  
**Sent:** Monday, March 11, 2013 11:27 AM  
**To:** Grant Russ; Gregory Sheeran; Craig Reeves; Fire Official; Reynolds, Paul  
**Subject:** Meagher and Friends Triathlon Event App

No use of Borough help on this one.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[largett@stone-harbor.nj.us](mailto:largett@stone-harbor.nj.us)

**Liz Hargett**

---

**From:** Fire Official  
**Sent:** Monday, March 11, 2013 2:46 PM  
**To:** Liz Hargett  
**Subject:** RE: Meagher and Friends Triathlon Event App

ok

**From:** Liz Hargett  
**Sent:** Monday, March 11, 2013 11:27 AM  
**To:** Grant Russ; Gregory Sheeran; Craig Reeves; Fire Official; Reynolds, Paul  
**Subject:** Meagher and Friends Triathlon Event App

No use of Borough help on this one.

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[hargettl@stone-harbor.nj.us](mailto:hargettl@stone-harbor.nj.us)

(141)

Garden Club of Stone Harbor  
PO Box 42  
Stone Harbor, New Jersey 08247

February 2013

To the Borough of Stone Harbor,

The Garden Club of Stone Harbor is a very active group of women, and a few men, that commit themselves to the beautification of our town. We are a volunteer group and depend on donations and fund raising events. Our largest financial source is the annual house tour. We have begun our search for this year's event and think your home would be perfect.

This annual event is very well received and carefully managed assuring care and respect for your property at all times. We have been doing this for many, many years and understand the importance protecting your most personal place.

Please consider allowing our new Recreation Building to become one of the unique addresses in our 2013 Tour of Homes on Saturday, June 1st.

Although I will follow up with you on this request, please feel free to contact me with the information below.

Sincerely



Joselyn Otton Rich, Chairperson  
PO Box 1, Stone Harbor, NJ 08247  
609-368-5969 : Home  
609-412-7649 : Cell  
[josee@stoneharbor.com](mailto:josee@stoneharbor.com) : email