

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

AGENDA

Work Session

TUESDAY

May 3, 2011

4:30 p.m.

- Resolution – Appoint Police Chief (1)
- Resolution – Appoint Police Captain (2)
- Resolution – Appoint Police Sergeant (3)
- Resolution – Appoint Patrolman (4)

OLD BUSINESS:

- a. Ordinance 1376, (Amending Taxi Licenses) 2nd 3rd and final (5)
- b. Ordinance 1377, (Amend Utility Rate 2 inch meters) 2nd 3rd and final (6)

NEW BUSINESS:

- a. Ordinance, (Zoning Setbacks) INTRO (7)
- b. Ordinance (Street Openings) INTRO (8)
- d. Resolution – Channel 2 Interlocal (9)
- e. Resolution – Authorize Disposal of Surplus Property (10)
- f. Resolution – Approve amendments to Library Lease (11)
- g. Resolution – Lease Agreement, 96th & Third Avenue (12)
- h. Resolution – Support DEP Rule Change (13)
- i. Resolution – Award Bid , Firehouse Roof (14)
- j. Resolution – Approve EUS Cardo Corps & Tai Chi Sport Camp (15)
- k. Resolution – Approve EUS Boot Camp (16)
- l. Resolution – Approve EUS Black Bear Lacrosse (17)
- m. Resolution – Approve EUS Lacrosse Evolution (18)
- n. Resolution – Approve EUS UK Elite Soccer (19)
- o. Resolution – Approve EUS Surf Camp (20)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(1)

APPOINTING POLICE CHIEF

WHEREAS, the Public Safety Committee has recommended to Borough Council that Paul Reynolds be appointed to the position of Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey on this 3rd day of May, 2011, that this body does hereby ratify and confirm the appointment by Mayor Suzanne M. Walters of Paul Reynolds as Chief of Police of the Stone Harbor Police Department effective this date.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(2)

RESOLUTION

APPOINTING POLICE CAPTAIN

WHEREAS, the Public Safety Committee has recommended to Borough Council that Dan Mulraney be appointed to the position of Captain of Police.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey on this 3rd day of May, 2011, that this body does hereby ratify and confirm the appointment by Mayor Suzanne M. Walters of Dan Mulraney as Captain of Police of the Stone Harbor Police Department effective this date.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(3)

RESOLUTION

RESOLUTION AUTHORIZING PROMOTION OF ROBERT WALKER TO THE POSITION OF PATROL SERGEANT

WHEREAS, the Stone Harbor Police Department, as a result of a recent promotion, is in need of a Patrol Sergeant; and

WHEREAS, the Borough's Public Safety Committee has recommended that Officer Robert Walker be promoted to Patrol Sergeant; and

WHEREAS, the Chief of Police has also recommended that Officer Walker be promoted to Patrol Sergeant; and

WHEREAS, such promotion would be in accordance with the policies and procedures of the Borough and the Police Department and in accordance with applicable law;

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 3rd day of May, 2011, that the Chief of Police be and hereby is authorized and directed to promote Robert Walker to the position of Patrol Sergeant for the Stone Harbor Police Department, with all the duties, rights and obligations of such command position.

Offered by Secoded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(4)

RESOLUTION

RESOLUTION AUTHORIZING PROMOTION OF BRENT GRUNOW TO THE POSITION OF POLICE OFFICER

WHEREAS, the Stone Harbor Police Department, as a result of a recent promotion, is in need of a Police Officer; and

WHEREAS, the Borough's Public Safety Committee has recommended that SLEO II Brent Grunow be promoted to the position of Police Officer; and

WHEREAS, the Chief of Police has also recommended that Brent Grunow be promoted to Police Officer; and

WHEREAS, such promotion would be in accordance with the policies and procedures of the Borough and the Police Department and in accordance with applicable law.

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 3rd day of May, 2011, that the Chief of Police be and hereby is authorized and directed to promote Brent Grunow to the position of Police Officer of the Stone Harbor Police Department, with all the duties, rights and obligations of such command position.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

(5)

ORDINANCE NO. 1376

AN ORDINANCE AMENDING CHAPTER 487 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF STONE HARBOR 2005

(Amending number of Taxi Licenses)

Section 1. § 487-4 is hereby amended by omitting the following underlined portion.

§ 487-4 Issuance of license.

The Council shall, by resolution, grant or deny the license. No more than two licenses shall be issued. If the application is approved, the Clerk shall issue the license upon forms established by the Council by Resolution. License shall not be transferable.

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

(6)

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

ORDINANCE NO. 1377

**AN ORDINANCE AMENDING CHAPTER 542 OF THE REVISED GENERAL
ORDINANCES OF THE BOROUGH OF STONE HARBOR**

(Amending Utility Rate)

Section 1. Chapter 542 is hereby amended as follows:

§ 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:

Size of Service (inches)	All Meters	Regular Meters
	Quarterly Minimum Charge	Quarterly Gallonage Allowance
2	<u>\$179</u>	13,000

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(9)

RESOLUTION

AUTHORIZING RENEWAL OF AN INTERLOCAL SERVICES AGREEMENT WITH THE CITY OF SEA ISLE CITY AND THE BOROUGH OF AVALON FOR A LOCAL INFORMATION/EMERGENCY BROADCAST CABLE CHANNEL

WHEREAS, the Borough of Stone Harbor in the County of Cape May and State of New Jersey is interested in cooperating with the City of Sea Isle City and the Borough of Avalon to implement the broadcast of a local information/emergency cable channel to be administered by Telvue Virtual Television Networks; and

WHEREAS, N.J.S.A. 40:8A-3 authorizes municipalities to enter into agreements for the purposes of exchanging, sharing and cooperating with regard to services common to said communities through Interlocal Services Agreements

WHEREAS, the Borough of Stone Harbor, the City of Sea Isle City and the Borough of Avalon have agreed on a form of Interlocal Services Agreement to implement such a channel, dated April 1, 2009, and renewed in 2010, a copy of which is on file with the Stone Harbor Borough Clerk; and

WHEREAS, the Borough of Avalon, the City of Sea Isle and the Borough of Stone Harbor all agree that it would be in the best interest of each community to continue to allocate the time that each municipality shall be permitted to utilize air time on the local access channel for programming specific to its municipality for an additional one (1) year utilizing the Interlocal Services Agreement dated April 1, 2009, attached.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 3rd day of May, 2011, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth as length.
2. That the Interlocal Services Agreement executed on April 1, 2009 shall be renewed for another one (1) year period for the purposes aforementioned, commencing April 1, 2011.
3. The proper officials be and hereby are authorized to do all things necessary to carry out the intent of the 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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

fil

BOROUGH OF AVALON
CAPE MAY COUNTY
NEW JERSEY

RESOLUTION NO. 57-2011

SUBJECT: A RESOLUTION AUTHORIZING RENEWAL OF THE INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF AVALON, CITY OF SEA ISLE CITY AND BOROUGH OF STONE HARBOR FOR UTILIZATION OF THE COMCAST LOCAL ACCESS CHANNEL

WHEREAS, N.J.S.A 40:8A-3 authorizes municipalities to enter into agreements for the purposes of exchanging, sharing and cooperating with regard to services common to said communities through Interlocal Services Agreement; and

WHEREAS, the Borough of Avalon, City of Sea Isle City and Borough of Stone Harbor have each adopted Municipal Consent Ordinances consenting to the renewal of a Cable Franchise with Comcast for the provision of cable television services in each of their respective communities; and

WHEREAS, the franchise agreements between each of the municipalities and Comcast provide that the Borough of Avalon, City of Sea Isle City and Borough of Stone Harbor will be provided with a local access channel to be used for the benefit of all three municipalities; and

WHEREAS, pursuant to Resolution No. 69-2009, adopted March 25, 2009, the Borough of Avalon entered into an Interlocal Services Agreement with the City of Sea Isle City and Borough of Stone Harbor for utilization of the Comcast Local Access Channel for a one (1) year term commencing April 1, 2009; and

WHEREAS, pursuant to Resolution No. 71-2010, adopted April 28, 2010, the Borough of Avalon entered into the Interlocal Services Agreement with the City of Sea Isle City and the Borough of Stone Harbor for the renewal of the Agreement for the utilization of the Comcast Local Access Channel for a one (1) year term commencing April 1, 2010; and

WHEREAS, the Borough of Avalon, the City of Sea Isle City and the Borough of Stone Harbor all agree that it would be in the best interest of each community to continue to allocate the time that each municipality shall be permitted to utilize air time on the local access channel for programming specific to its municipality for an additional one (1) year term utilizing the Interlocal Services Agreement executed June 11, 2010, commencing April 1, 2011.

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

1. The allegations of the preamble are incorporated herein by this reference.
2. The Interlocal Services Agreement executed on June 11, 2010 shall be renewed as agreed upon by the Borough of Stone Harbor and the City of Sea Isle City for a one (1) year period for the purposes aforementioned, commencing April 1, 2011.
3. The proper officials be and hereby are authorized to do all things necessary to carry out the intent of this Resolution.
4. This Resolution shall take effect immediately.

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
BOROUGH OF AVALON,
CITY OF SEA ISLE CITY, AND
BOROUGH OF STONE HARBOR**

THIS AGREEMENT made and entered into on the 1st day of April, 2009, by and between:

the: **BOROUGH OF AVALON**
with offices located at:

Avalon Borough Hall
3100 Dune Drive
Avalon, New Jersey 08202
hereinafter referred to as "AVALON"

and

the **CITY OF SEA ISLE CITY**
with offices located at:

4416 Landis Avenue
Sea Isle City, New Jersey 08243
hereinafter referred to as "Sea Isle",

and

the: **BOROUGH OF STONE HARBOR**
with offices located at:

Stone Harbor Municipal Building
9508 2nd Avenue
Stone Harbor, New Jersey 08247
Hereinafter referred to as "Stone Harbor"

WHEREAS, Avalon, Sea Isle, and Stone Harbor (hereinafter referred to as "PARTICIPANTS") have each adopted municipal consent ordinances consenting to the renewal of a cable franchise with Comcast for the provision of cable television services in each of their respective communities; and

WHEREAS, the franchise agreements between each of the municipalities and Comcast provide that PARTICIPANTS will be provided with a local access channel to be used for the benefit of all three municipalities; and

WHEREAS, PARTICIPANTS agree that it would be in their best interests to allocate the time that each municipality shall be permitted to utilize air time on the local access channel for programming specific to its municipality.

NOW, THEREFORE, it is agreed, stipulated and understood between parties, in consideration of the mutual promises contained herein as follows:

1. PARTICIPANTS agree that each municipality shall be entitled to exclusive access to and use of the local access channel for one-third (1/3) of each day and they further agree that the days and times that each municipality shall have utilization of the local access channel shall be in accordance with a schedule agreed upon by the parties and which schedule shall be attached to this Agreement as Schedule A. It is the intent that each PARTICIPANT shall get equal time with the exception of emergencies further described in Paragraph 6 and 7, and each municipality would agree to communicate and share time as needed for those emergencies or individual uses which everyone would amicably credit time so that it is fairly distributed. The parties shall have the right, upon mutual agreement of all parties, to revise the schedule at any time, in which event the revised schedule shall be attached to Schedule A with the revised Schedule to identify its effective date. This Agreement and all rules and policies will be on file in the Office of the Business Administrator for each of the participating municipalities.
2. In order to implement the terms agreed upon by PARTICIPANTS, the parties have each agreed that the Public Information Officer of Avalon will be responsible for the organization and implementation of the terms of the agreement utilizing guidelines adopted herein as set forth as Schedule B, denoted Guidelines, utilizing common categories as set forth in Schedule C and further utilizing photos to be gathered for the use of the Director. PARTICIPANTS agree that Sea Isle City and Stone Harbor will compensate the Public Information Officer in the sum of Five Thousand (\$5,000.00) Dollars payable quarterly per community for the first (1st) year, beginning upon the execution of this Agreement, which will be renewed annually at fees to be determined. The PARTICIPANTS may withdraw from this agreement to compensate the Public Information Officer on sixty (60) days' notice of such withdrawal. The duties of the Public Information Officer shall be to work on behalf of all three (3) municipalities for the time periods allocated for each, with the exception of local emergencies for which the information person of that particular municipality shall be responsible for inputting the information into the program announcing that particular information.
3. PARTICIPANTS shall each apply to the operation of the local access channel any grant moneys received from Comcast for the purpose of operating the local access channel. The proposed initial budget for the establishment of this Interlocal Agreement shall be set forth in Schedule D entitled Proposed Budget for Interlocal/Telvue Channel 2. It is the intent that a grant shall be utilized for all three (3) municipalities for which they shall each begin with the startup expenses suggested in Schedule D.
 - a. In addition, the advertising revenues accrued shall be payable with a monthly fee for each of the three (3) PARTICIPANTS, shared equally unless there is an individual advertising expense for which that particular municipality would be totally responsible. Otherwise, each of the parties would equitably be responsible for those payments. Attempts will be made by the Public Information Officer when implementing this to use the budget as equitably as possible amongst the participants. As an example, it is the intent to use the same videographer for the presentations which would be more financially feasible.
4. PARTICIPANTS acknowledge and agree that each municipality shall have the right to sell sponsorships for its portion of air time on the local access channel and to retain all proceeds from such sponsorships. Each municipality agrees to indemnify and hold harmless the other two municipalities from and against any claims that arise as a result of the sale and display of sponsorships by that municipality on the local access channel. Each municipality shall be permitted

to establish its own rules for the grant of sponsorships during its air time periods. All PARTICIPANTS agree that each is aware that no time can be sold for a commercial use.

5. PARTICIPANTS each understand that one or more of them may have special events that occur during times that are allocated to another municipality and that one municipality may want to air at that time. In such event, one or more of the parties to this Agreement shall be permitted, but not required, to allocate a portion of its allocated air time to the other municipality on such terms and conditions as the parties may agree.
6. PARTICIPANTS further agree that in the event of an emergency that affects all three municipalities (e.g. a storm event), all municipality specific programming may be interrupted, to the extent reasonably necessary and for as long as reasonably necessary to disseminate warnings, advisories, safety instructions, and similar information, for a reasonable period in advance of the emergency, during the emergency, and, to the extent necessary, after the emergency has ended.
7. In the event of an emergency that is isolated to one municipality, that municipality may supercede the rights of the other two municipalities for as long as reasonably necessary to provide necessary and appropriate warnings and information to the residents of that municipality. In such instance, the municipality experiencing the emergency shall not be required to provide any of its air time to the municipality(ies) whose time was interrupted as a result of the emergency. The gathering of information and updating of the same into the system will be the responsibility of the particular municipality.
8. PARTICIPANTS shall each have exclusive authority to determine content of their programming their portion of the air time on the local access channel.
9. This agreement shall be approved by appropriate governing body of each municipality. Said resolutions shall be duly adopted in accordance with the law at public meetings held in accordance with the Open Public Meetings Act.
10. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by all parties.
11. This agreement shall be governed by the laws of New Jersey.

IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

BOROUGH OF AVALON

4/6/09

(Date)

ATTEST:

Clerk



CITY OF SEA ISLE CITY

By: Leonard C. Desideri

(Date)

ATTEST: _____

BOROUGH OF STONE HARBOR

By: Stephen M. Zaccaro

4/1/09
(Date)

ATTEST: James

SCHEDULE A

REVISED CLOCK FOR CHANNEL 2 – DECEMBER 10, 2008 UPDATE

:00--:10—Avalon

:10--:20—Stone Harbor

:20--:30—Sea Isle City

:30--:40—Avalon

:40--:50—Stone Harbor

:50--:60—Sea Isle City

Each community intends to use the seven-minute mark of each segment for a current weather forecast/radar service provided by Telvue. Tidal information for the region would also be provided automatically by Telvue as well. The three communities will also revisit other programming opportunities that would relate to the municipalities at various times throughout the year, which could possibly include a traffic camera service for roadways in the areas during the summertime. There will also be a consideration for a one-hour block of time that would be set aside for full-length video programming once that programming is produced and ready for air by either of the participants.

SCHEDULE B

GUIDELINES

In order to meet non-commercial requirements, we have set out guidelines that are similarly followed by Public Broadcasting Stations, following all of the rules and regulations provided by Telvue and Federal Communications Commission.

Sponsorship Acknowledgement Guidelines (PBS-like)

Permissible:

Name of product(s) and/or service(s)

1. Up to :15 seconds of acknowledgement
2. Name of product(s) and/or service(s)
3. Company location
4. Number of years in business
5. E-mail address or website (preferably visually depicted)
6. Telephone number
7. Non-promotional, value-neutral descriptions of products or services
8. Use of well-known mottos or slogans that are non-promotional in nature
9. Signature music or appropriate sound effects as a means of enhancing visual and voice-over that is non-promotional in nature.

Non-Permissible:

1. Overt promotion of products or services
2. Price reference
3. Call to action or inducement to buy
4. Comparative or qualitative descriptions of products or services
5. Third-party reviews (from newspapers, magazines, etc.)

Standards and Practices

Sponsorships will not be accepted from the following:

1. Liquor stores or bars or other establishments whose primary business is the sale of alcohol. (Restaurants that serve alcohol excluded, provided alcohol is not mentioned in the acknowledgement).
2. Any manufacturer or distributor of beer, alcohol or tobacco.
3. Any entity that promotes the use or sale of illegal drugs or drug paraphernalia.
4. Adult bookstores, adult movie houses and video dealers or strip clubs or any other entity that provides adult-oriented content or products by mail-order or through the internet.
5. Political parties, lobbying groups, political action committees or cause-based organizations.
6. Any illegal or offshore gambling entity that provides information that enables or can be associated with illegal gambling.
7. Manufacturers or sellers of firearms, ammunition, gun repairs, accessories, targets, stun guns, tear or pepper gas dispensers, and rifle and pistol ranges. Retailers who sell other products not firearm related can be sponsors provided they do not promote firearm related products (for example, department stores and sporting good stores).

SCHEDULE C
COMMON CATEGORIES

Common categories that are used for Public Access television:

Community News

Parks & Recreation

Community Events

School News/Events

Church News/Events

Library News/Events

City Info

Community Services

Public Works

Fire Department

City Council

Did you know?

Public Safety

Contact Info

SCHEDULE D

PROPOSED BUDGET FOR INTERLOCAL/TELVUE CHANNEL 2

INCOME AND OPERATING EXPENSES FOR CHANNEL 2/TELVUE PROJECT

Start up revenue for all three communities:

Avalon: \$40,000

Stone Harbor: \$25,000

Sea Isle City: \$45,000

...additional \$20,000 for all three communities once the interlocal agreement is signed

TOTAL REVENUE: \$130,000

Start up expenses to get the project started:

Start up fee from Telvue: \$6,000 (total for all three communities; *one time only fee*)

Monthly fee from Telvue: \$200 (per month for each community; *recurring fee*)

Streaming internet server: \$3,950 (set up and streaming encoder; *one time only fee*)*

Monthly streaming fee: \$250 (per month total for all three communities; *recurring fee*)*

*this would be if all three towns agree to share each other's information; at this point, all three communities have agreed that this will be a part of their independent websites

Long form video server:

Includes server, software, and training: \$8,645

LONGEVITY OF THE PROJECT WITH GRANT MONEY IN HAND

This will explain the budgeting for all three communities based on no other source of revenues to sustain it (without counting on any advertising revenue for the project). This is working under the assumption that the additional \$20,000 available jointly to all three communities would be used to purchase the long-form video server, and provide each community a pool of money to pay for professional services with a video/production company when the need arises.

AVALON:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	+\$40,000
Telvue one-time startup fee	-\$2,000
Internet one-time server fee	-\$1,317
Funding available after one-time fees	+\$36,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$3408/year

Project sustainability with no additional income: 10.7 years, or about 2020

STONE HARBOR:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	\$25,000
Telvue one-time startup fee	-\$2,000
Internet one-time server fee	-\$1,317
Funding available after one-time fees	+\$21,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$3408/year

Project sustainability with no additional income: 6.3 years, or late 2015

SEA ISLE CITY:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	\$45,000
Telvue one-time startup fee	-\$2,000
Internet one-time server fee	-\$1,317
Funding available after one-time fees	+\$41,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$3408/year

Project sustainability with no additional income: 12.2 years, or summer, 2021

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(10)

RESOLUTION

Authorizing Disposal of Surplus Property

WHEREAS, the Borough of Stone Harbor is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, Cape May County, as follows:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Public Works Department of the Borough.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is attached.

(5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(6) The Borough of Stone Harbor reserves the right to accept or reject any bid submitted.

May 3, 2011

Offered by Secoded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

Spring 2011 Auction Items

May 3, 2011 list

4/12/11

1. 1997 Ford F- 250 ¾ Pickup Truck.
2. 1994 Ford Crown Victorian 4 Door Sedan.
3. 1999 Ford Crown Victorian 4 Door Sedan.
Frame Corrosion to be sold for parts only.
4. 2001 Chevrolet Cavalier 4 Door.
Frame corrosion Item to be sold for parts only.
5. 2001 Chrysler Jeep Wrangler 2 Door.
Frame Corrosion to be sold for parts only.
6. 3- Accent S2 Parking Machines with accessories.
7. Brush / Grill guard for a Ford F-250 Pickup Truck.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(12)

RESOLUTION

RESOLUTION AUTHORIZING THE LEASE AGREEMENT FOR COMMERCIAL
PROPERTY FOR PUBLIC USE

WHEREAS, the Borough of Stone Harbor would like to lease the vacant property
at 96th Street and Third Avenue B. 96.04 L.138; and

WHEREAS, the Borough of Stone Harbor would use the property for the limited
purpose of an open space and utilizing the area as a public park and for no other purpose;
and

WHEREAS, this lease is for a term of four months commencing on May 19, 2011
and ending on September 8, 2011;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the
Borough of Stone Harbor, in the County of Cape May, State of New Jersey, duly
assembled in public session this 3rd day of May, 2011, that the preamble of this
Resolution is hereby incorporated and adopted;

BE IT FURTHER RESOLVED the Mayor and Borough Clerk are hereby
authorized to sign the attached lease.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**LEASE AGREEMENT
COMMERCIAL PROPERTY FOR PUBLIC USE**

This lease agreement is made effective May 3, 2011

BETWEEN

Dr. John Sprandio

Whose address is

2100 Keystone Avenue, Suite 502
Drexel Hill, Pa. 19026

Referred to as the "Landlord"

AND

THE BOROUGH OF STONE HARBOR

Whose address is

9508 Second Avenue
Stone Harbor, NJ 08247

Referred to as "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following premises:
2. **Term.** This lease is for a term of four months commencing on May 19, 2011, ending on September 8, 2011.
3. **Use.** The Premises are to be used for the limited purpose of a open space and utilized as a public park area and for no other purpose.
4. **Rent.** The tenant agrees to pay rent in the amount of \$1.00 for the Term. Additionally, Tenant agrees to take all measures necessary to make the Premises suitable for use as a public park at Tenant's own expense.
5. **Alterations and improvements.** Except for those actions necessary to make the Premises an appropriate open space suitable for use as a public park, Tenant shall make no alterations or improvements to the property.
6. **Signs.** Tenant shall be entitled to install appropriate signage to provide notice to the public of the park area.

7. **Compliance with Laws, etc.** Tenant shall comply, as a condition of the lease, with all applicable laws, statutes, regulations, ordinances and directives which may be applicable to the property and its use.
8. **Assignment.** This lease agreement shall not be assignable or transferrable in any manner whatsoever by Landlord or Tenant.
9. **Liability Insurance.** It is acknowledged by the parties that Tenant is self-insured as a member of the Atlantic County Municipal Joint Insurance Fund. Tenant shall provide documentation, as a condition of the lease, to Landlord of the limits of such insurance coverage and Tenant's continuing participation in the ACMJIF. Tenant shall provide to Landlord a certificate of insurance naming Landlord as "additional insured."
10. **Indemnification.** Tenant will hold harmless and indemnify Landlord from and for any and all payments, expenses, costs, reasonable attorney's fees and fro and for any and all claims and liability for losses or damages to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Tenant or the Tenant's agents, officers, officials or employees.
11. **Mortgage Priority.** This lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. The Tenant shall execute upon request any and all documents necessary to subordinate the Lease to any mortgage and failure of Tenant to do so shall constitute default and shall terminate the Lease.
12. **Removal of Tenant's Property.** Any equipment, benches, lighting, signage, goods or other property of Tenant shall be removed from the property on or before the termination date. Any such property not so removed shall be considered abandoned by Tenant and Landlord shall have the right to sell or otherwise dispose of the property at the expense of Tenant and will not be accountable to Tenant for any part of the proceeds of such sale.
13. **Severable Provisions.** The terms of the Lease are severable and to the extent any provision is found to be invalid by a court of competent jurisdiction, all remaining provisions shall remain of full force and effect.
14. **Notices.** All notices shall be provided to the parties hereto at the address listed herein above.
15. **Use, Quiet Enjoyment, Termination for Default.** In the event that Tenant utilizes the Premises for purposes other than those associated with a public park, or Landlord takes any action to interfere with Tenant's quiet enjoyment of or appropriate use of the Premises, then either party upon such occurrence may declare the other in default and may Terminate the Lease upon 10 days notice in writing to the other party.
16. **Choice of Law/Forum.** This lease is made under and subject to and shall be governed by the Law of the State of New Jersey. Any legal dispute associated with the Lease shall be venued in the New Jersey Superior Court in Cape May County, New Jersey.
17. **Non-waiver.** Failure on the part of either party to enforce any provision shall in no way constitute a waiver of the right to enforce such provision.

In Witness Whereof, the parties hereto, by persons being duly authorized to act on behalf of Tenant and Landlord, intending to be bound by the terms hereof, execute this Lease as their act and deed effective the date first written above.

Attest

_____ (seal)
, Landlord

Attest - Suzanne C. Stanford, Clerk
Borough of Stone Harbor

_____ (seal)
Suzanne M. Walters, Mayor
Borough of Stone Harbor, Tenant

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(14)

RESOLUTION

**AWARDING A CONTRACT
FOR THE REPLACEMENT OF FIREHOUSE ROOF**

WHEREAS, three (3) bids were received by the Stone Harbor Municipal Clerk on April 26, 2011, for the aforementioned project in accordance with the specifications prepared by Remington, Vernick & Walberg, the Borough Engineer, bearing project number 05-10-U-044, which specifications are hereby incorporated herein and made a part hereof by reference, all in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, GEN II Contracting Company, Inc. of Clarksburg, New Jersey, submitted the lowest responsible and conforming bid in the amount of \$68,418.00; and

WHEREAS, the Borough Engineer has recommended that the contract be awarded to GEN II Contracting Company, Inc. and the bid has been found to be responsible and in conformity by the Borough Solicitor; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds are available as evidenced by the Chief Financial Officer's Certification attached hereto.

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 3rd day of May, 2011, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the contract for the aforementioned bearing Remington and Vernick project number 05-10-U-044 be and the same is hereby awarded to GEN II Contracting Company, Inc., in the amount of \$68,418.00;
3. That the Mayor and Clerk are hereby authorized and directed to execute the contract for same in accordance with the bid submitted and incorporated herein as stated above.
4. That the Borough Engineer is hereby directed and authorized to issue an appropriate Notice of Award and Notice to Proceed as called for within the contract.
5. That the Borough Clerk is authorized to return the bonds of the unsuccessful bidders.

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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(15)

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES
FOR "CARDIO CORPS" & "TAI CHI" SPORT CAMP DURING THE 2011 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. Island Aerobics & 3206 Fitness, 3206 Dune Drive, Avalon, N.J. 08202
Cardio Corps & Tai Chi Sport Camp
June 20, 2011 through September 5, 2011

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 3rd day of May, 2011 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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE**

(Should you wish to review complete contract)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: "Cardo Corps" & Tai Chi SPORT CAMP

PER RESOLUTION NO. 2011-S-_____

THIS AGREEMENT made this ____ day of _____, 2011, by and between

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

And

Island Aerobics & 3206 Fitness
hereinafter referred to as "**CONTRACTOR**"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **Island Aerobics & 3206 Fitness** pursuant to Resolution No. _____, duly adopted by the Governing Body on _____, 2011; 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

EXHIBIT "A"

SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following:

- (A) **Cardio Corps & Tai Chi** camp from **June 20, 2011**, through **September 5, 2011 on Tuesdays, Thursdays, and Sundays**, 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 seven (7) years through adult.
- (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 **20** 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 **\$12.00**.
- (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 daily.

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 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 fitness programs and 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

Cardio Corps

Island Aerobics will conduct fitness classes on Tuesday and Thursday at 8AM-9AM beginning June 14, 2011 and ending August 18, 2011. Classes are called Cardio Corps and are conducted by Cape May County Police Officers under the direction of Island Aerobics. Cardio Corps is a military style workout designed for Athletic people.

The fee for participants is \$12.00 or ten classes for \$100.00. Police Officers attend without a fee. The borough of Stone Harbor will retain 20% of all fees collected. Island Aerobics will collect all fees.

In addition to Cardio Corps, Island Aerobics will conduct Buddha Camp on Sunday at 9AM-10AM. This class will be conducted on the Pavilion and Beach at 88th St. This class will consist of the instruction of Pilates, Yoga, and Tai Chi.

The class will begin June 19, 2011 and will end on September 4, 2011. The fee for this class is \$12.00 or ten for \$100.00. The borough of Stone Harbor will retain 20% of all fees collected. Island Aerobics will collect all fees. Buddha camp is appropriate for all ages and all levels of fitness.

All Insurance requirements will be handled by Orton Hicks, who will fax documents to the borough.

Approved by Van Bout
with no music or yoga
Van

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(16)

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR AN OUTDOOR FITNESS
BOOT CAMP INSTRUCTOR, PERFORMANCE ATHLETIC CENTER, LLC.**

WHEREAS, the Borough of Stone Harbor's Recreation Department is desirous of offering a fitness boot camp for the 2011 summer season; and

WHEREAS, the agreement to provide such services is acceptable and does not fall under typical specification procedure and is therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as an Extraordinary Unspecifiable Service; and

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 3rd day of May, 2011 as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute the attached contracts for establishment of an Outdoor Fitness Boot Cape for the summer of 2011.

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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE
(Should you wish to review complete contract)**

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

**RE: STONE HARBOR BOOT CAMP 2011
RESOLUTION NO. _____-S-2011**

THIS AGREEMENT made this ____ of _____, 2011, by and between

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

and

**Performance Athletic Center, LLC.
Nick Elisano, Owner
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **NICK ELISANO**, for operation of a Fitness Boot Camp during the summer of 2011; and

WHEREAS, the CONTRACTOR represents that he/she/they are experienced and capable of providing such services which are the subject of this Contract; 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", which shall be performed between May 27 and September 5, 2011. Boot Camp Instructor activities may

EXHIBIT "A"

SPECIFICATIONS 2011 BOOT CAMP

Services to be provided:

The Boot Camp Instructor shall provide the following services: Boot camps, clinics, special events, and other activities that will benefit the Stone Harbor community. All activities must be coordinated through and with the consent of the Stone Harbor Recreation Department.

Boot Camp Instructor Responsibilities:

1. Hiring of assistants and any additional staff.
2. Provision of boot camp equipment.
3. Advertising other than official Recreation Department advertising.
4. Any additional office/computer/phone expenses not covered by the Recreation Department.

The Stone Harbor Recreation Department will provide the following:

1. The use of the 80th Street basketball court between May 27 and September 5, 2011. Fitness Boot Camp activities may begin no later the June 27, 2011 and cease no sooner than August 12, 2011.
2. Local phone service for reasonable use.
3. Office space for limited use directed by the Recreation Director.
4. Office staff support only with permission by the Recreation Director.
5. Water

The Boot Camp Instructor and staff will have access to the recreation facilities during the relevant time period except under extraordinary circumstances as may occur in the discretion of the Recreation Director, to provide the services required hereunder.

Requirements:

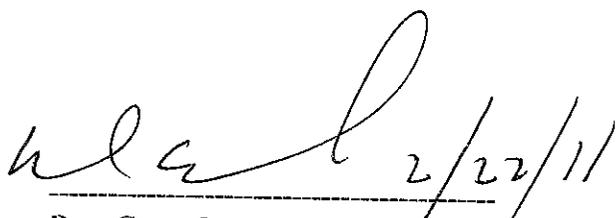
1. The Boot Camp Instructor must have 2 years experience.
2. The Boot Camp Instructor and all staff assistance shall consent to or provide, at request of the Borough of Stone Harbor, a criminal history report.

The Boot Camp Instructor shall provide to the Borough of Stone Harbor proof of liability insurance covering all aspects of the Boot Camp Instructor and staff activities in an

amount no less than \$500.000 per occurrence. The Boot Camp Instructor shall execute a Hold Harmless agreement releasing, holding harmless, and indemnifying the Borough from any and all claims, suits, or actions of whatever nature arising out of the actions of the Boot Camp Instructor and/or staff. This agreement is not and shall not be construed as an employment contract. This is an agreement to provide a service. The Borough shall have the right, in its sole discretion, to terminate the Agreement with fourteen days written notice to the Boot Camp Instructor.

Payment Schedule:

All program participants will need to sign up and pay at the recreation center, get a receipt, and turn the receipt into the instructor. Program pricing will be as follows: \$15 per class; \$120 for 10 classes and \$200 for 20 classes. The instructor will receive their 80% bi-weekly from the Borough based on the receipts turned into the Borough.



Boot Camp Instructor

Date

Recreation Director

Date

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(17)

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES
FOR A LACROSSE CAMP DURING THE 2010 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 25-29, 2011

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 3rd day of May, 2011, 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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE
(Should you wish to review complete contract)**

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: BLACK BEAR LACROSSE SPORT CAMP

PER RESOLUTION NO. 2011-S-_____

THIS AGREEMENT made this ____ day of _____, 2011, by and between

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

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** ("Black Bear") pursuant to Resolution No. _____, duly adopted by the Governing Body on _____, 2011; 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:

EXHIBIT "A"

SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following:

- (A) Boys' and girls' lacrosse camp from July 25, 2011, through July 29, 2011, 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 seven (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) Camp promotion and camp administration information to official camp coordinators for distribution.
- (F) 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.
- (G) Compliance with all rules and regulations established by the **BOROUGH** with respect to the administration of the playing fields.
- (H) Collection of a per camper fee of \$275.00.
- (I) 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 9, 2011**.

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 lacrosse 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 lacrosse and 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

(18)

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES
FOR A LACROSSE CAMP DURING THE 2011 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 Evolution Girls & Boys Camp July 11-15, 2011

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 3rd day of May 2011, 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 theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE
(Should you wish to review complete contract)**

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: _____ SPORT CAMP

PER RESOLUTION NO. 2011-S-_____

THIS AGREEMENT made this 21 day of February, 2011, by and between

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

And

Loewasser Evolution
[**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 2/21, 2011; 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

EXHIBIT "A"

SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following:

- (A) Lacrosse camp from July 11, 2011, through July 15, 2011, 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 seven (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 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 \$ 250.00.
- (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 9, 2011**.

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 lacrosse 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 lacrosse and 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
SPORT CAMP VENDOR APPLICATION

(This is an application only and does not constitute a contract or guarantee the offering of a contract to provide an extraordinary unspecifiable service to the Borough of Stone Harbor. If such an offer occurs, the contractor will be required to execute an appropriate contract with the Borough of Stone Harbor, a sample of which is attached hereto)

Name of Camp: Boys & Girls Stone Harbor Lacrosse Camp

Business Entity Name and Address: LACROSSE Evolution

201 King Manor Drive

King of Prussia, PA 19406

Responsible Person Name and Address: Tom Slate

201 King Manor Drive

King of Prussia, PA 19406

The **VENDOR** shall provide the following:

- (A) Proposed dates and times for the camp.

July 11th - July 15th
9:00 - 12:00 5:00 - 8:00

- (B) Level of staffing for the camp (staff-to-camper ratio) to offer camp programs to meet the needs of all ages and abilities of participants.

1:10

- (C) Amount of camp fee: \$250.00 per athlete

- (D) Estimated Number of Participants: 30

- (E) Facility Needs: 2 Goals, lined fields

- (F) Certificate(s) of insurance evidencing required workers compensation insurance and liability insurance as required by the State of New Jersey and the Atlantic County Municipal Joint Insurance Fund.

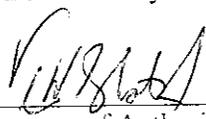
- (G) Names and ages of all camp instructors and any other person(s) participating in the camp on behalf of the vendor (Note: All such persons are subject to a background check requirement. The Borough reserves the right to check the status of all instructors and to disallow instructors who have not complied with the background check requirements):

Web Sluun - 23
Chelsea Marshall - 26
Lynn Cranston - 24
Tom Slabe - 37
Dave Donovan - 29

- (H) Documentation of the particularized qualifications of the vendor to provide such a service: (Attach resume or separate statement of experience)
- (I) Other items requested by the Borough of Stone Harbor Recreation Department:

I hereby attest that the information submitted with and for this application is true and accurate and constitutes a legitimate inducement to the Borough of Stone Harbor to offer a contract for provision of the within described extraordinary unspecifiable service. I execute this document with full authority to make these representations on behalf of myself and/or the entity first listed herein above.

Dated:


Signature of Authorized Representative
Print Name: Tom W Slabe
Print Title: President

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(19)

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES
FOR UK Elite Soccer Inc. CAMP DURING THE 2011 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 27 – July 1
August 22 - 26

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 3rd day of May 2011, 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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE
(Should you wish to review complete contract)**

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: UH ELITE SPORT CAMP

PER RESOLUTION NO. 2011-S-_____

THIS AGREEMENT made this 14 day of FEBRUARY, 2011, by and between

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

And

UH 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 UH ELITE SOCCER **[SPORT CAMP PROVIDER]** pursuant to Resolution No. _____, duly adopted by the Governing Body on _____, 2011; 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

EXHIBIT "A"

SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following:

- (A) SOCCER camp from JUNE 27-JULY 1 2011, through Aug 22-26, 2011, 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 seven (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 \$ 155.00.
- (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 9, 2011**.

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 lacrosse 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 lacrosse and 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
SPORT CAMP VENDOR APPLICATION

(This is an application only and does not constitute a contract or guarantee the offering of a contract to provide an extraordinary unspecifiable service to the Borough of Stone Harbor. If such an offer occurs, the contractor will be required to execute an appropriate contract with the Borough of Stone Harbor, a sample of which is attached hereto)

Name of Camp: UK ELITE SOCCER CAMP + SCHOOL

Business Entity Name and Address: UK ELITE SOCCER INC
19 BALA AVENUE, SUITE 101,
BALA CYNWYD, PA 19004

Responsible Person Name and Address: STEVE WELMAN
19 BALA AVENUE, SUITE 101,
BALA CYNWYD, PA, 19004

The **VENDOR** shall provide the following:

- (A) Proposed dates and times for the camp.

JUNE 27 - JULY 1 9-12pm
AUGUST 22 - 26 9-12pm

- (B) Level of staffing for the camp (staff-to-camper ratio) to offer camp programs to meet the needs of all ages and abilities of participants.

1 : 12 PLAYERS

- (C) Amount of camp fee: \$ 155 pp

- (D) Estimated Number of Participants: 20 per week

- (E) Facility Needs: GOALS + SHORT GRASS

- (F) Certificate(s) of insurance evidencing required workers compensation insurance and liability insurance as required by the State of New Jersey and the Atlantic County Municipal Joint Insurance Fund.

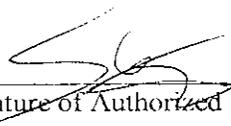
- (G) Names and ages of all camp instructors and any other person(s) participating in the camp on behalf of the vendor (Note: All such persons are subject to a background check requirement. The Borough reserves the right to check the status of all instructors and to disallow instructors who have not complied with the background check requirements):

STEVE WELMAN - 36
DAVE CORNISH - 35
BEN DAVEY - 33

- (H) Documentation of the particularized qualifications of the vendor to provide such a service: (Attach resume or separate statement of experience)
- (I) Other items requested by the Borough of Stone Harbor Recreation Department:

I hereby attest that the information submitted with and for this application is true and accurate and constitutes a legitimate inducement to the Borough of Stone Harbor to offer a contract for provision of the within described extraordinary unspecifiable service. I execute this document with full authority to make these representations on behalf of myself and/or the entity first listed herein above.

Dated:


Signature of Authorized Representative
Print Name: STEVE WELMAN
Print Title: REGIONAL MANAGER

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(20)

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR A SURF CAMP**

WHEREAS, the Borough of Stone Harbor's Recreation Department is desirous of offering a surf camp for the 2011 summer season; 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 an Extraordinary Unspecifiable Service; and

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 3rd day of May, 2011, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute the attached contract for establishment of a Surf Camp 2011.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

**COMPLETE CONTRACT AVAILABLE IN
THE CLERK'S OFFICE**

(Should you wish to review complete contract)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

**RE: STONE HARBOR SURF CAMP 2011
RESOLUTION NO. _____-S-2011**

THIS AGREEMENT made this _____ of _____, 2011, by and between

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

and

**DOW STEWART
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **DOW STEWART**, for operation of a surf camp during the summer of 2011; and

WHEREAS, the CONTRACTOR represents that he/she/they are experienced and capable of providing such services which are the subject of this Contract; 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", which shall be performed between May 27 and September 5, 2011. Surf Instructor activities may begin no later the June 27, 2011 and cease no sooner than August 12, 2011. Time shall be strictly of the

EXHIBIT "A"

SPECIFICATIONS 2011 SURF CAMP

Services to be provided:

The Surf Instructor shall provide the following services: Surf lessons, clinics, special events, and other activities that will benefit the Stone Harbor community. All activities must be coordinated through and with the consent of the Stone Harbor Recreation Department.

Surf Instructor Responsibilities:

1. Hiring of assistants and any additional staff.
2. Provision of surf equipment.
3. Advertising other than official Recreation Department advertising.
4. Any additional office/computer/phone expenses not covered by the Recreation Department.

The Stone Harbor Recreation Department will provide the following:

1. The use of the 83rd Street beach between May 27 and September 5, 2011. Surf Instructor activities may begin no later the June 27, 2011 and cease no sooner than August 12, 2011.
2. Local phone service for reasonable use.
3. Office space for limited use directed by the Recreation Director.
4. Office staff support only with permission by the Recreation Director.
5. Water

The Surf Instructor and staff will have access to the 83rd Street beach during the relevant time period except under extraordinary circumstances as may occur in the discretion of the Recreation Director, to provide the services required hereunder.

Requirements:

1. The Surf Instructor must have 2 years experience.
2. The Surf Instructor and all staff assistance shall consent to or provide, at request of the Borough of Stone Harbor, a criminal history report.

The Surf Instructor shall provide to the Borough of Stone Harbor proof of liability insurance covering all aspects of the Surf Instructor and staff activities in an amount no

less than \$500.000 per occurrence. The Surf Instructor shall execute a Hold Harmless agreement releasing, holding harmless, and indemnifying the Borough from any and all claims, suits, or actions of whatever nature arising out of the actions of the Surf Instructor and/or staff. This agreement is not and shall not be construed as an employment contract. This is an agreement to provide a service. The Borough shall have the right, in its sole discretion, to terminate the Agreement with fourteen days written notice to the Surf Instructor.

Payment Schedule:

All program participants will need to sign up and pay at the recreation center, get a receipt, and turn the receipt into the instructor. The instructor will receive their 80% bi-weekly from the Borough based on the receipts turned in to the Borough.

Surf Instructor

Date

Recreation Director

Date