

TUESDAY June 5, 2012 4:30 p.m.

NEW BUSINESS:

- a. ORDINANCE 1405 (Planning Board Recommendation - Outdoor Dining)
Discussion, possible INTRO (1) Rich
- b. Resolution- Set up Procedure – Memorial Benches (2) Kramar
- c. Resolution – Interlocal Agreement – Courts (3) Carusi
- d. Resolution – Interlocal Agreement – Public Works (4) Kramar
- e. Resolution – Dedicated by Rider (5) Mastrangelo
Resolution – Amend Beach Tag Wages (6) Davies-Dunhour
- f. Resolution – Reimburse Fee – Fire Safety Inspection (7) Carusi
- g. Resolution – Refund Meter Rental Fee (8) Lane
- h. Resolution – EUS – U-K Elite Soccer June 25 – June 29
August 20, August 24 (9)
- i. Resolution - EUS – Dow Stewart Surf Camp 2012 May 28 – September 7, 2012
(10)
- j. Resolution - Yoga 2012 – Christina Newdeck May 25 – September 7, 2012 (11)
- k. Resolution - EUS – Kathy’s Just Desserts Inc. DBA Kitchen Wizards July 9-
12, July 16-19, July 23-26, July 30-August 2, August 6-9, August 13-16 all 10:30
am to 12:30 pm (12)
- l. Motion - Special Event - Phila Whitemarsh Rugby (13)
- m. Motion - Special Event – Sandcastle Building (14)
- n. Motion – New Fireman – Glenn McNenny (15) Carusi
- o. Motion – Discussion – Hawk Haven at Farmers Market (16) Donohue

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

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 560 OF THE REVISED GENERAL
ORDINANCES OF THE BOROUGH OF STONE HARBOR AND
REGULATING OUTDOOR DINING**

WHEREAS, the Stone Harbor Master Plan adopted June 22, 2009 (the "Master Plan") provides that "the (downtown) streetscape should provide a rich environment that appeals to the pedestrian's senses. A variety of sensory-related uses and activities should be encouraged, such as outdoor dining...."; and

WHEREAS, outdoor dining is currently permitted as a conditional use in the Business and Waterfront Business Zoning Districts; however the zoning ordinance of the Borough of Stone Harbor (the "Zoning Ordinance") does not define "outdoor dining"; and

WHEREAS, the Stone Harbor Planning Board (the "Board") has determined that certain limited table-seating should be permitted for outdoor food consumption without the need for conditional use approval; and

WHEREAS, the Board has recommended revisions to the Zoning Ordinance as set forth below and has determined that the implementation of those revisions is consistent with the Master Plan and will promote the general welfare of the Borough and its residents; and

WHEREAS, the Borough Council desires to adopt and implement the recommendations of the Board, as set forth below.

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

Section 1. A definition of "Outdoor Dining" is hereby created in Section 560-10 of the Zoning Ordinance as follows:

OUTDOOR DINING. The consumption of food or drink at a table that is not located within a structure, which table is made available for use in conjunction with a restaurant or other food service business; provided that Outdoor Dining shall not include the consumption of food or drink if (i) the food and/or drink is purchased and served indoors or via window service (without table service); (ii) the consumption occurs at a table which is twenty-seven inches (27") or less in length and in width or thirty inches (30") or less in diameter; (iii) the number of outdoor tables provided by the associated restaurant or other food service business does not exceed the lesser of one table for each thirty-two (32ft²) square feet of ground area or four (4) tables; and (iv) the table and surrounding area are not available for the consumption of alcoholic beverages.

Section 2. A new section 560-18(D)(9) is created as follows:

Outdoor Tables. Tables may be placed on private property in connection with a restaurant or other food service business in the Business District without the need for site plan review or prior zoning approval; provided that (i) no table service shall be provided; (ii) the tables shall not exceed twenty-seven inches (27") in length and in width or thirty inches (30") in diameter; (iii) the number of outdoor tables provided by the associated restaurant or other food service business shall not exceed the lesser of one table for each thirty-two (32ft²) square feet of ground area or four (4) tables; and (iv) the tables and surrounding area are not available for the consumption of alcoholic beverages.

Section 3. A new section 560-19(F)(2) is created as follows:

Outdoor Tables. Tables may be placed on private property in connection with a restaurant or other food service business in the Waterfront Business District without the need for site plan review or prior zoning approval; provided that (i) no table service shall be provided; (ii) the tables shall not exceed twenty-seven inches (27") in length and in width or thirty inches (30") in diameter; (iii) the number of outdoor tables provided by the associated restaurant or other food service business shall not exceed the lesser of one table for each thirty-two (32ft²) square feet of ground area or four (4) tables; and (iv) the tables and surrounding area are not available for the consumption of alcoholic beverages.

Section 4. 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 5. 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 6. This Ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk



BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247
TELEPHONE (609) 368-6808 FAX (609) 368-3705
PLANNING BOARD

May 22, 2012

Mayor and Council
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247

Re: Zoning Ordinance: Amend RGO Chapter 560 – Outdoor Dining

Dear Mayor and Council:

Please be advised that the Planning Board adopted Resolution 2012-005, recommending the Borough Council adopt an ordinance amending RGO Chapter 560-10 by the insertion of a definition of Outdoor Dining and creating new sections 560-18(D)(9) and 560-19(F)(2) regulating the size and needed area space for outdoor dining tables. This was approved at the Planning Board meeting held May 21, 2012. I am enclosing a copy of the Board's Resolution's and a copy of the proposed Zoning Ordinance for your review.

Sincerely,

Patricia H. Wagner
Board Secretary

cc Joanne Mascia, Zoning Officer
Suzanne Stanford, Borough Clerk
Andrew Catanese, Planning Board Solicitor
Michael Donohue, Borough Council Solicitor
Jill Gougher, Borough Administrator

"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMODATION PLEASE CALL (609) 368-5102
WWW.STONE-HARBOR.NJ.US

PLANNING BOARD
BOROUGH OF STONE HARBOR

RESOLUTION NO. 2012-005

WHEREAS, the Stone Harbor Planning Board carefully evaluated the draft ordinance, dated May 4, 2012, attached hereto (the Proposed Ordinance) at a public meeting held on May 21, 2012; and

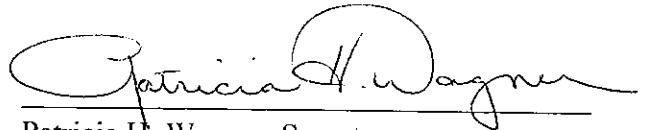
WHEREAS, the Planning Board has determined that the Proposed Ordinance creating a definition of "outdoor dining" promotes the intent and purposes of the Municipal Land Use Law and is consistent with the Borough's Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Stone Harbor, New Jersey on this 21st day of, 2012 that the Ordinance attached hereto is consistent with the intent and purposes of the Municipal Land Use Law and is consistent with the Borough's Master Plan. Accordingly, the Planning Board recommends adoption of the Proposed Ordinance by the Borough Council.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Clerk of the Borough of Stone Harbor and maintained by the Secretary of the Planning Board.

I hereby certify the foregoing to be an original resolution of the Borough of Stone Harbor Planning Board adopted and approved at a meeting held on the 21st day of May, 2012.

Dated: May 21, 2012


Patricia H. Wagner, Secretary
Stone Harbor Planning Board

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

ORDINANCE NO. _____

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ORDINANCES OF THE BOROUGH OF STONE HARBOR AND
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WHEREAS, outdoor dining is currently permitted as a conditional use in the Business and Waterfront Business Zoning Districts; however the zoning ordinance of the Borough of Stone Harbor (the “Zoning Ordinance”) does not define “outdoor dining”; and

WHEREAS, the Stone Harbor Planning Board (the “Board”) has determined that certain limited table-seating should be permitted for outdoor food consumption without the need for conditional use approval; and

WHEREAS, the Board has recommended revisions to the Zoning Ordinance as set forth below and has determined that the implementation of those revisions is consistent with the Master Plan and will promote the general welfare of the Borough and its residents; and

WHEREAS, the Borough Council desires to adopt and implement the recommendations of the Board, as set forth below.

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

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restaurant or other food service business does not exceed the lesser of one table for each thirty-two (32ft²) square feet of ground area or four (4) tables; and (iv) the table and surrounding area are not available for the consumption of alcoholic beverages.

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Outdoor Tables. Tables may be placed on private property in connection with a restaurant or other food service business in the Waterfront Business District without the need for site plan review or prior zoning approval; provided that (i) no table service shall be provided; (ii) the tables shall not exceed twenty-seven inches (27") in length and in width or thirty inches (30") in diameter; (iii) the number of outdoor tables provided by the associated restaurant or other food service business shall not exceed the lesser of one table for each thirty-two (32ft²) square feet of ground area or four (4) tables; and (iv) the tables and surrounding area are not available for the consumption of alcoholic beverages.

Section 4. 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 5. 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 6. This Ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AGREEMENT FOR SHARED MUNICIPAL COURT ADMINISTRATOR FOR THE MUNICIPLAITIES OF THE BOROUGH OF STONE HARBOR AND THE BOROUGH OF AVALON.

THIS AGREEMENT is made this ____ day of _____, 2012

BY AND BETWEEN the **BOROUGH OF STONE HARBOR**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Cape May, with municipal offices located at 9508 Second Avenue, Stone harbor, New Jersey 08247 (hereinafter "Stone Harbor") and the **BOROUGH OF AVALON**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Cape May, with municipal offices located at 3100 Dune Drive, Avalon, New Jersey 08202 (hereinafter "Avalon").

WHEREAS, the "Uniformed Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes local units of the State of New Jersey to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court.

WHEREAS, Stone Harbor and Avalon desire to share Municipal Court Administrators, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its own Municipal Courtroom and court offices and maintains its right to appoint their own judge, prosecutor, and public defender; and

WHEREAS, Stone Harbor and Avalon find that it would be in the best interest of both municipalities to share Court Administrators, under the terms and conditions referenced herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Municipalities hereto, intending to be legally bound, hereby agree as follow:

1. Provision of Staff.

- a. Certified Court Administrator. Upon execution of the Agreement, the certified court administrator for Stone Harbor will serve as the certified court administrator for Stone Harbor and Avalon, and shall retain any and all tenure rights accrued from Stone harbor. Any subsequent appointments of an administrator shall be in conformance with N.J.S.A. 2B:12-10, et seq. and N.J.S.A. 2B:12-11, et seq. The Administrator's duties shall include, but not be limited to:
 - i. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrators for each Municipality.
 - ii. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
 - iii. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

- iv. Attending court session in Stone Harbor and Avalon, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
 - v. Maintaining and classifying records and files of the Courts.
 - vi. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
 - vii. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - viii. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.
 - ix. The Certified Court Administrator will work two and a half days in Stone Harbor and two and a half days in Avalon or at such times as mutually agreed to by the parties.
2. Location. Stone Harbor and Avalon will each maintain their own Court Facilities and the Court sessions will be held in their respective facilities. The Municipal Court Administrator will "float" between the two facilities as provided herein and as may be needed.
 3. Insurance. Stone Harbor and Avalon are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from the sue of its own facilities or occurring on its own premises. Stone Harbor and Avalon shall each maintain workers compensation insurance to cover the employees on their respective payrolls.
 4. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared service may withdraw from this agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. The withdrawing member shall remain responsible for its share (based upon the budgets and agreements then in effect) of all shared Court expenses through the date of the withdrawing member's actual termination.
 5. Effective Date: Length of Agreement.
 - a. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court Administrator and authorizing the Mayor to sign the Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be July 1, 2012. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
 - b. The initial term of this Agreement shall end on June 30, 2015 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 4 above. Upon expiration of this agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

6. Consideration.

- a. Avalon shall pay Stone Harbor the sum of \$51,500 annually for the first year of this agreement which covers July 1, 2012 through June 30, 2013.
- b. For the remaining years(s) of the Agreement, the yearly cost of services shall be increased based on 50% of salary and benefits costs plus an administrative fee not to exceed 1.5%. The Borough of Stone Harbor will submit no later than January 10th of each year the projected costs for each subsequent year.

7. Miscellaneous.

- a. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in the Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- b. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- c. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- d. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

BOROUGH OF STONE HARBOR

BY: _____

BOROUGH OF AVALON

BY: _____

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(4)

RESOLUTION

APPROVING INTERLOCAL SERVICES AGREEMENT FOR PUBLIC WORKS
COOPERATION WITH THE BOROUGH OF AVALON

WHEREAS, the Borough of Stone Harbor is authorized to enter into a contract with other local units for joint service projects, pursuant to N.J.S.A. 40:8A-3; and

WHEREAS, the contract may be awarded by resolution in conformance with N.J.S.A. 40:8A-4.

NOW, THEREFORE, BE IT RESOLVE that the Mayor and Borough Clerk be an they are hereby authorized, empowered and directed to execute and deliver the contract to the Borough of Avalon.

BE IT FURTHER RESOLVED on this 5th day of June, 2012, that this contract shall only become effective when the contract has been similarly approved by the Borough of Avalon by 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 theday of, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

INTERLOCAL SERVICES AGREEMENT
FOR PUBLIC WORKS COOPERATION

THIS AGREEMENT, dated this 2nd day of November, 2010, by and between the **BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey, hereinafter referred to as "Stone Harbor" and the **BOROUGH OF AVALON**, a municipal corporation of the State of New Jersey, hereinafter referred to as "Borough of Avalon;"

WITNESSETH

WHEREAS, N.J.S.A. 40:8A-3 authorizes municipalities to enter into agreements for the exchange of interlocal services pursuant to the provisions of that statute known as the "Interlocal Services Act;" and

WHEREAS, the adjacent municipalities of Avalon and Stone Harbor perform similar public works projects and public services; and

WHEREAS, the Public Works Departments of said municipalities have cooperated on numerous occasions by the short term assignment of manpower, equipment, supplies and other assistance when needed and mutually beneficial; and

WHEREAS, each respective party has determined through its governing body that the exchange of such services is fair and equitable, shall serve to save each respective party substantial sums of money and serves the best interests and health and welfare of each of the respective parties;

NOW, THEREFORE, IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40:8A-1, *et. seq.*, the parties agree as follows:

1. **NATURE AND EXTENT OF SERVICES TO BE PERFORMED.** Either party may request that the other party provide cooperation and assistance on a limited, short-term basis. Neither party shall be under any obligation to provide the requested assistance, however, it is the intent of this Agreement that the parties shall cooperate and assist each other whenever possible when such efforts will not adversely affect or disrupt the services within their home jurisdiction. Examples of services that may be provided pursuant to this Agreement are the short-term use of vehicles, equipment, parts and supplies, along with the operators thereof as may be required and agreed by the respective Directors of Public Works.

2. **LEVEL, QUALITY AND SCOPE OF PERFORMANCE, ASSIGNMENT AND ALLOCATION OF RESPONSIBILITIES.** The parties have exchanged among their respective Administrators and Directors of Public Works, information relating to the

level, quality and scope of performance of each service to be provided, including, but not limited to, the appropriate legislative provisions, rules and regulations, vehicle and equipment specifications and industry standards. Specific assignment and allocation of responsibility for meeting these standards other than that set forth specifically herein shall be made by the Director of Public Works of each of the respective municipalities.

3. **ESTIMATED COSTS OF SERVICES.** The Directors of Public Works both agree to maintain logbooks of equipment borrowed, dates and costs relative to same. In order to assure fairness, the Federal Emergency Management Agency (FEMA) Disaster Recovery Field Manual Numeric Code Listing will be used as the basis for determining value of services. Quarterly, the Directors will reconcile the logbooks and determine fair and equitable return of value service in order to keep the books balanced. Annually, a year end report will be forwarded to the Directors' respective Chief Executive Officers (Mayors) outlining the year's activities.

4. **DURATION OF AGREEMENT.** This Agreement shall expire on December 31, 2011, however, both parties may agree to extend the contract from year to year, on the same terms and conditions; however, the last renewal shall expire no later than December 31, 2015.

5. **PAYMENT PROCEDURE.** There will be no cash payment for services of loaned equipment and supplies to either municipality, this being an agreement for the exchange of services.

6. **INSURANCE.** Each party represents that it is a full participating member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "JIF" and each party agrees to provide relative to the use of its equipment and personnel in the other municipality the following minimum insurance coverage:

- a) \$1,000,000.00 bodily injury and property damage for general and automobile liability.
- b) Vehicle physical damage coverage upon the municipalities' respective vehicles.
- c) Statutory workers' compensation coverage.

7. **INDEMNIFICATION.** To the extent that the same is applicable, each of the respective municipalities are members of the Atlantic/Cape May County JIF Program. When the Borough of Stone Harbor is assisting the Borough of Avalon in the Borough of Avalon, the Borough of Avalon agrees to indemnify the Borough of Stone Harbor, its officers and employees from any loss or damage resulting from these activities, to the extent of the Borough of Avalon's insurance coverage under JIF. When the Borough of Avalon is assisting the Borough of Stone Harbor in the Borough of Stone Harbor, the Borough of Stone Harbor agrees to indemnify the Borough of Avalon, its officers and employees from any loss or damage resulting from the activities, to the extent of Stone Harbor's insurance coverage under JIF. However, for purposes of Worker's Compensation, Avalon's employees shall be deemed to be only Avalon's employees

irrespective of whether they are working in or for Stone Harbor; similarly, Stone Harbor's employees shall be deemed to be only employees of Stone Harbor irrespective of whether they are working in or for Avalon. In no event shall the special employer relationship be deemed to exist between the Avalon and Stone Harbor employees, or between Stone Harbor and Avalon employees.

8. **EFFECTIVE DATE.** The effective date of this agreement is January 1, 2011 through December 31, 2015 or the earliest date following adoption of the appropriate legislation by each respective municipality .

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

BOROUGH OF STONE HARBOR

ATTEST:

Suzanne C. Stanford, Borough Clerk

Suzanne M. Walters, Mayor

BOROUGH OF AVALON

ATTEST:

Amy W. Kleuskens, Municipal Clerk

Martin L. Pagliughi, Mayor

(5)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL
GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER
FOR BEQUESTS AND GIFTS PURSUANT TO N.J.S. 40A:5-29

WHEREAS, permission is required of the Director of the Division of Local Government
Services for approval as a dedicated by rider of revenues received by a municipality when
the revenue is not subject to reasonable accurate estimates in advance, and

WHEREAS, N.J.S 40A:5-29 allows municipalities to receive amounts for costs incurred
for bequests and gifts, and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local
Government Services may approve expenditures of monies by dedication by rider.

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

1. The Mayor and Council hereby request permission of the Director of the Division
of Local Government Services to pay expenditures for bequests and gifts as per
N.J.S.A. 40A:4-39.
2. The Municipal Clerk of the Borough of Stone Harbor is hereby directed to
forward two certified copies of this resolution to the Director of the Division of
Local Government Services.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

APPROVING AN AMENDMENT TO RESOLUTION 2012-S-67
TO CHANGE BEACH TAG CHECKERS AND OFFICE STAFF SALARY
RANGE

WHEREAS, the Borough of Stone Harbor in the County of Cape May, State of New Jersey, by Resolution 2012-S-67 on April 17, 2012 approved the salary range for Beach Tag Checkers and Office Staff; and

WHEREAS, Beach & Recreation Committee has reviewed the Resolution and requested the following changes.

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough Stone Harbor in the County of Cape May, State of New Jersey, duly assembled in public session this 5th day of June, 2012 that Resolution 2012-S-67 be amended as follows:

Beach Tag Checkers and Office Staff

Range: \$9.50 - \$15.00 / hr (returnees automatically receive additional .50/hour
(old .25/hour)

BONUSES: The top 10 beach tag sellers as of (old - A beach tagger that sells 800 tags by) Sunday, August 26, 2012 become eligible to share in \$5000 allocated for bonuses.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(1)

RESOLUTION

WHEREAS, the following submitted a fee for Fire Safety Inspection as well as a Certificate of Title Transfer; and

WHEREAS, for the reason listed a \$100.00 refund has been requested; and

WHEREAS, the Zoning Officer has requested and approved the return of said fees.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor that the following be refunded:

1. Diller & Fisher Realtors - Stone Harbor property – 210 – 103rd Street
Block 102.03 Lots 71.02, 72.02, 73.02, 74.02 & 79 a/k/a 210 – 103rd
Street.

BE IT FURTHER RESOLVED that the reason for the reimbursement is because Mr. Blair – Property Owner also paid the fee for these inspections.

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer shall take any and all steps necessary to effectuate such refunds and shall make the proper adjustments to the financial records 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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(8)

Refund \$500.00 Water Meter Rental Deposit Fee

WHEREAS, pursuant to Section 542-13 of the Borough’s General Code, Asphalt Paving Systems, Inc. deposited a \$500.00 meter rental deposit fee on September 12, 2011; and

WHEREAS, upon completion of the local improvement, Asphalt Paving Systems, Inc. returned the hydrant meter to Public Works on May 21, 2012 and paid the water fees due for useage; and

WHEREAS, the Utilities Collector has requested that a refund be issued to Asphalt Paving Systems Inc. in the amount of \$500.00.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that a refund check in the amount of \$500.00 be issued to Asphalt Paving Systems Inc., P.O. Box 530, Hammonton, NJ 08037.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES
FOR UK Elite Soccer Inc. CAMP DURING THE 2012 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 25 – June 29
August 20 - 24

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 5th day of June 2012, 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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: _____ SPORT CAMP

PER RESOLUTION NO. 2012-S-_____

(9) **THIS AGREEMENT** made this 15 day of February, 2012, 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.

I. 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**

**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:

[SPORT CAMP PROVIDER]

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]
UK ELITE SOCCER



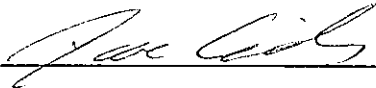
BY: _____


EXHIBIT "A"

SPECIFICATIONS [SPORT CAMP]

The **CONTRACTOR** shall provide the following: August 20, 2012 → August 24, 2012.

- (A) SOCCER camp from JUNE 25, 2012 through JUNE 29, 2012, 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 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 \$ 150.00.
- (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 7, 2012**.

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.



INSURANCE BINDER

OP ID: LB

DATE (MM/DD/YYYY)
04/20/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Brown and Brown Metro Inc P.O. Box 679 Florham Park, NJ 07932-0679 Debbie Fisher Horvath		COMPANY Twin City Fire Ins Co		BINDER # 18851	
PHONE (A/C, No, Ext): 973-549-1900		FAX (A/C, No): 973-549-1000			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID: UKELI-2		INSURED U K Elite Soccer Inc. 210 Malapardis Road Ste 201 Cedar Knolls NJ 07927		X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 13WBRC0970	
				DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Soccer Coaching and Sports Organizer Situete: Loc #1-210 Malapardis Road, Suite 201 Cedar Knolls, NJ 07927 -See Notes for all locations Covered for Work Comp Coverage	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		EACH OCCURRENCE		\$
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$
		PRODUCTS - COMP/DP AGG		\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
		WC STATUTORY LIMITS		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT		\$ 1,000,000
		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
As Per Attached Proposal. Please refer to your policy for additional coverage, conditions and exclusions.		FEES		\$
SPECIAL CONDITIONS/OTHER COVERAGES		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS		MORTGAGEE		ADDITIONAL INSURED	
		LOSS PAYEE			
		LOAN #			
		AUTHORIZED REPRESENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2011

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 Bollinger Insurance 101 JFK Parkway Short Hills NJ 07078	CONTACT NAME: PHONE (A/C No, Ext): 973-467-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED U.K. Elite Soccer, Inc. 210 Malapardis Road- Ste 201 Cedar Knolls NJ 07927	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Markel Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Markel Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Markel Insurance Company		INSURER B:	Markel Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Markel Insurance Company																					
INSURER B:	Markel Insurance Company																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2082604927

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Inc. Part. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		3602AH233298	3/15/2011	3/15/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Abuse/Mol \$ \$1mil/\$2mil
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DEDUCTIBLE RETENTION \$10,000	Y		4602AH027343	3/15/2011	3/15/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
	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 STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Insurance Full Excess			4102AH233297	3/15/2011	3/15/2012	Med Max: \$100,000 Ded: \$0 PT Limit: \$2,000

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

Coverage is provided for the sponsored/supervised activities of the named insured. The Certificate Holder is named as an additional insured under the liability policy.
9508 Second Avenue
Stone Harbor, NJ 08247

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER 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
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ACORD 25 (2009/09)

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BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**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 2012 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 5th day of June, 2012, 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 2012.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

(10)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

**RE: STONE HARBOR SURF CAMP 2012
RESOLUTION NO. _____-S-2012**

THIS AGREEMENT made this 24th of MAY, 2012, 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 28 and September 7, 2012. Surf Instructor activities may begin no later the July 2, 2012 and cease no sooner than August 10, 2012. 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. Contractor shall be responsible for the provision of New Jersey Workers Compensation Insurance for Contractor and/or any employees of Contractor utilized in the performance of this Contract.

5. **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.

6. **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.

7. 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.

8. 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.

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

ATTEST:

BOROUGH OF STONE HARBOR

Suzanne Stanford, Borough Clerk

BY: _____
Suzanne M. Walters, Mayor

ATTEST:

Contractor

BY: _____
Dow Stewart

EXHIBIT "A"

SPECIFICATIONS 2012 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 25 and September 7, 2012. Surf Instructor activities may begin no later the July 2, 2012 and cease no sooner than August 10, 2012.
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.

 5/4/12
Surf Instructor Date

Recreation Director Date

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR A YOGA INSTRUCTOR

WHEREAS, the Borough of Stone Harbor's Recreation Department is desirous of having a yoga instructor for the 2012 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 5th day of June, 2012, 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 the operation of Yoga during the summer of 2012.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

(11)

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY, NEW JERSEY
RE: STONE HARBOR YOGA 2012
RESOLUTION NO. _____-S-2012

THIS AGREEMENT made this 14th day of May, 2012, by and between

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

and

CHRISTINA NEWDECK
"CONTRACTOR"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **CHRISTINA NEWDECK**, for operation of yoga during the summer of 2012; 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 25 and September 7, 2012. Yoga

activities may begin no later the July 2, 2012 and cease no sooner than August 10, 2012. 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. Contractor shall be responsible for the provision of New Jersey Workers Compensation Insurance for the Contractor and/or any employees of Contractor utilized in the performance of this Contract.

5. **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.

6. **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.

7. **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.

8. **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.

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

ATTEST:

BOROUGH OF STONE HARBOR

Suzanne Stanford, Borough Clerk

ATTEST:

BY:

Suzanne M. Walters, Mayor

Contractor

BY: *Christina Newdeck*
CHRISTINA NEW DECK

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR KITCHEN WIZARDS
CULINARY CAMPS

WHEREAS, the Borough of Stone Harbor’s Recreation Department is desirous of having cooking camps during the 2012 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 5th day of June, 2012, 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 Kitchen Wizards Culinary Camps during the summer of 2012.

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, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

.....
Mayor

(121)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RE: KITCHEN WIZARDS CULINARY CAMPS

PER RESOLUTION NO. 2012-S-_____

THIS AGREEMENT made this ____ day of _____, 2012, by and between

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

And

KATHY'S JUST DESSERTS, INC. DBA KITCHEN WIZARDS
hereinafter referred to as "**CONTRACTOR**"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable
Services Contract with **KATHY'S JUST DESSERTS, INC. DBA KITCHEN WIZARDS** 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.

I. 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

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**

**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:

KATHY'S JUST DESSERTS, INC. DBA KITCHEN WIZARDS

Post Office Box 804
Blue Bell, PA 19422

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:

KATHY'S JUST DESSERTS, INC. DBA KITCHEN WIZARDS

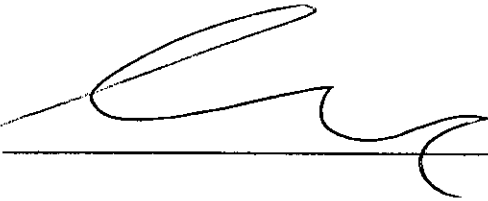
BY:  _____

EXHIBIT "A"

SPECIFICATIONS KITCHEN WIZARDS CULINARY CAMPS

The **CONTRACTOR** shall provide the following:

(A) Cooking Camps:

July 9-12 – 10:30-12:30 – Snack Attack

July 16-19 – 10:30-12:30 – Cooking Around the Clock

July 23-26 – 10:30-12:30 – Beginning Cooking

July 30-August2 – 10:30-12:30 – Cooking Around the USA

August 6-9 – 10:30-12:30 – Eat Like the Pros

August 13-16 – 10:30-12:30 – Cooking Around the World

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 (15) years, depending on the camp.
- (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 up to 16 participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by **CONTRACTOR**.
- (E) Chef's hat (toque), apron, certificate of completion, and recipe book (included in price) 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 kitchen facility.
- (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 7, 2012**.

CONTRACTOR reserves the right to cancel any camp session with less than six (6) paid campers or refuse campers who do not register within seven (7) 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) Kitchen or suitable facility adequately prepared for teaching and related activities. Such a facility should be considered appropriate for the related activities.

CONTRACTOR is not responsible for defects that exist in the kitchen facility. **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 kitchen facility 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.

CERTIFICATE OF LIABILITY INSURANCE

KATHY-1 OP ID: DJK

DATE (MM/DD/YYYY)

05/01/12

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 Steely & Smith, LLC P. O. Box 890 Doylestown, PA 18901		215-345-9410 215-345-9413	CONTACT NAME: Robin Fetterolf PHONE (A/C, No, Ext): 215-345-9410 FAX (A/C, No): 215-345-9413 E-MAIL ADDRESS: robin@steelyandsmith.com	
INSURED Kathy's Just Desserts Inc. DBA Kitchen Wizards 5 Colonial Circle E. Norriton, PA 19401		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : US Underwriters 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				CL3559063	07/05/11	07/05/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)						\$ 5,000	
		PERSONAL & ADV INJURY						\$ 1,000,000	
		GENERAL AGGREGATE						\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$
									\$
									\$
	UMBRELLA LIAB							EACH OCCURRENCE	\$
	EXCESS LIAB							AGGREGATE	\$
	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE							\$
<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							Y/N <input type="checkbox"/>	
	If yes, describe under DESCRIPTION OF OPERATIONS below								
								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)
 coverage includes Abuse & Molestation Liability \$300,000 Each Claim,
 \$300,000 Aggregate.

CERTIFICATE HOLDER

CANCELLATION

<p>Borough of Stone Harbor 9508 Second Avenue Stone Harbor, NJ 08247</p>	<p>BOROU12</p>	<p>CANCELLED</p>
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>		<p>AUTHORIZED REPRESENTATIVE</p>
<p><i>Denise L. Kennedy</i></p>		

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(13)

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)

\$60.00 For the Permit Application Fee.
All Permit Fees Shall Be Paid To Borough Clerk When Application Is Filed.
Application Should Be Filed At Least 60 Days Before The Date Set For The Special Event.
Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder and/or Additional Insured.

DATE OF APPLICATION: April 24, 2012 FEE PAID: \$ 560.00
Should be filed 60 Days Before the Date of Event
TYPE OF EVENT: Rugby Tournament
Please Describe
DATE(S)/TIME(S) OF EVENT: July 21-22, 2012 7am-4pm July 20 - afternoon session
We will need the full field.
Please Describe
LOCATION OF EVENT: 80th Street field ADMISSION FEE (If Any): \$ Free
REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ 55.00

Applications must be complete, including contact information, in order to be considered filed.

SPONSOR'S NAME: Philadelphia Whitemarsh Rugby Club PHONE#: 610-389-4474
Please Print Name of Person, Association, Corporation, Firm, etc.
SPONSOR'S ADDRESS: 63 W Lancaster Ave Ardmore PA 19003
Street Address PO Box No. City State Zip Code
CONTACT PERSON: Stephen Jiano

CONTACT PERSON'S PHONE #: 610-389-4474

ESTIMATE OF DAILY CROWD EXPECTED: 1000

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:

none anticipated / we have a big staff working the event if issues arise.

- Application Filing Fee
- Seasonal Use by Local Schools

- Charity Organizations
- Use of Fields

- Use of Fields

- Chamber of Commerce

Fees.

\$60.00 per event
\$1,500.00 per season
\$750.00 per season for second sport
\$60.00 Application Fee (No other fees to be assessed)
\$500.00 per day (first two days) \$250.00 per day each additional day
\$250.00 per day if before **Memorial Day** and after **Labor Day** and if the event is hosted by an Organization headquartered in Cape May County with at least five members from Stone Harbor.
\$60.00 application fee for all Events

Section 275-4. Exceptions.

A. Special Events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for a special event permit. Such special events shall be governed by applicable Borough policies. Additionally, Borough Council retains the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

(14)

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)

\$60.00 For the Permit Application Fee.

**All Permit Fees Shall Be Paid To Borough Clerk When Application Is Filed.
Application Should Be Filed At Least 60 Days Before The Date Set For The Special Event.
Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder
and/or Additional Insured.**

DATE OF APPLICATION: May 4, 2012 FEE PAID: \$
Should be filed 60 Days Before the Date of Event
TYPE OF EVENT: Sand Castle Building Lessons
Please Describe
DATE(S)/TIME(S) OF EVENT: July 1st / 10am - 2pm
Please Describe
LOCATION OF EVENT: 91st Street Beach ADMISSION FEE (If Any): \$ N/A
REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ N/A

Applications must be complete, including contact information, in order to be considered filed.

SPONSOR'S NAME: Narbaugh Developers PHONE #: 609-368-2900
Please Print Name of Person, Association, Corporation, Firm, etc.
SPONSOR'S ADDRESS: 9737 Third Avenue Stone Harbor NT 08247
Street Address PO Box No. City State Zip Code
CONTACT PERSON: Stephen Narbaugh
CONTACT PERSON'S PHONE #: 856-264-3025
ESTIMATE OF DAILY CROWD EXPECTED: 50
SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:

	Fees.
- Application Filing Fee	\$60.00 per event
- Seasonal Use by Local Schools	\$1,500.00 per season
- Charity Organizations	\$750.00 per season for second sport
- Use of Fields	\$60.00 Application Fee (No other fees to be assessed)
- Use of Fields	\$500.00 per day (first two days) \$250.00 per day each additional day
- Chamber of Commerce	\$250.00 per day if before Memorial Day and after Labor Day and if the event is hosted by an Organization headquartered in Cape May County with at least five members from Stone Harbor.
	\$60.00 application fee for all Events

Section 275-4. Exceptions.

A. Special Events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for a special event permit. Such special events shall be governed by applicable Borough policies. Additionally, Borough Council retains the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.



BOROUGH OF STONE HARBOR
APPLICATION FOR SIGN/BANNER ON PUBLIC PROPERTY

Applicant's Name Harbaugh Developers
Address 9787 Third Avenue, Stone Harbor, NJ 08247
Phone # 856-864-3035
Location of Signs/Banner Entrance to 96th Street Beach
Dates requested for Sign/Banner to be up July 1st only
(Time Limited to two (2) weeks)
Wording on Sign (exactly) Harbaugh Developers

FOR BANNERS OVER 96TH STREET, 36 INCHES HIGH, UP TO AND NO MORE THAN 30 FEET WIDE, GROMETS TOP AND BOTTOM APPROXIMATELY 18 INCHES APART, WIND HOLES IF POSSIBLE.

SIGNS ARE TO BE REMOVED THE DAY AFTER THE EVENT ENDS

Approval date _____

Denied _____ Reason _____

Suzanne Stanford

From: Barry Mastrangelo
Sent: Tuesday, May 29, 2012 6:31 PM
To: Jill Gougher; Suzanne Stanford
Subject: Fwd: Hawk Haven at SH Farm Market

(16)

Thank you,

Barry

Sent from my iPod

Begin forwarded message:

From: wannen_anne@comcast.net
Date: May 29, 2012 3:32:51 PM EDT
To: Barry Mastrangelo <BarrieShoes@hotmail.com>
Subject: Fwd: Hawk Haven at SH Farm Market

Hi Barry, See below. My question is: will Hawk Havwn need to go before Council to get an okay to be a vendor at the market??? Anne

----- Forwarded Message -----

From: Hawk Haven <hawkhavenvineyard@yahoo.com>
To: wannen anne <wannen_anne@comcast.net>
Sent: Tue, 29 May 2012 19:20:38 -0000 (UTC)
Subject: Hawk Haven at SH Farm Market

Hi Anne,

Sorry for the delay, I had to get through this weekend! We are indeed interested in joining up with Lucas as a vendor at the farmers market. I have a few questions and a few answers for you.

Answers:

1. We are required to get a permit for serving samples and selling bottles at the market. That is at our expense and we take care of the paperwork.
2. All other farmers market organizers require us to supply them with a Cert of Liability Insurance, naming the organizer and location on our policy.
3. We do have \$2 million in liquor liability coverage that follows us where ever we pour and sell.

Questions:

1. Its starts June 24th, when does it

end?

2. What time is set up and when does the market open? And close?

3. How much is the vendor fee for the season?
4. Do you have vendor insurance coverage requirements?

Thanks so much! We are really looking forward to attending!

Kenna Wuerker
President, Hawk Haven Vineyard
600 South Railroad Avenue
Rio Grande, NJ 08242
My Cell: 609-517-8921