

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

AGENDA Work Session
TUESDAY **February 7, 2012** 4:30 p.m.

PRESENTATION: Freeholder Susan Sheppard - County Library

PERMISSION – Storage of Modular house, 80th Street Marina – Avalon Development Group (1)

OLD BUSINESS:

- a. **ORDINANCE 1395** (Salary Ordinance) 2nd 3rd and final (2)
- b. **ORDINANCE 1396** (Appoint Engineer) 2nd 3rd and final (3)

NEW BUSINESS:

- A. **ORDINANCE 1398** (Bond Ordinance - \$1,700,000 various improvements INTRO (4)
- B. **ORDINANCE 1399** (Bond Ordinance - \$750,000 various water & sewer system improvements INTRO (5)
- C. Resolution – American Legion Raffle License 50-50 (6)
- D. Resolution – American Legion Raffle 1 drawing Veterans Day (7)
- E. Resolution – Change Order #1 Recreation Building (8)
- F. Resolution – Wildwood Catholic Interlocal – Use of Fields (9)
- G. Resolution – Transfer 2011 Tax Payments to 2012 (10)
- H. Resolution – Refund Tax Overpayment Kepple (11)
- I. Resolution – Setting Irrigation System Schedule (12)
- J. Resolution – RiGi Amusement State License (13)
- K. Resolution – Summer Usage Water (14)
- L. Resolution – OEM Coordinator Kenneth Hawk – 3 year term (15)
- M. Resolution – Professional Services – Duffield Bird Sanctuary (16)
- N. Resolution – Mayor to sign Grant Application Bird Sanctuary (17)
- O. Motion – Special Events (17a)
 - Red Cross Blood Drive – March 3rd
 - National MS Society Bike Ride May 20th
 - South Seaville Manor Aux 5 K Run July 28th
 - Ocean Drive Marathon Run Club March 25
 - Seashore Ace Grill Demo various dates
 - Clean Ocean Action April 21st and October 20th 1

DISCUSSION:

Resolution – Executive Session: Lease Site 103 (18)

cc: Police
Greg
for comments
1/31/12

January 30, 2012

Borough of Stone Harbor
Attn: Mayor and Council
9508 Second Ave.
Stone Harbor, NJ 08247

Dear Mayor and Council Members,

Avalon Development Group is in the process of erecting a modular house for Steve & Carol Taylor which will be located at 178 – 83rd Street in Stone Harbor. The construction will require 5 carriages/trailers to transport the modular house from the factory to the site.

We would like your permission to stage the carriages/trailers at the 80th Street public marina parking lot, with them arriving on either Monday February 27th or Monday March 5th and being removed approximately 4 days later.

Your consideration of this request is very much appreciated.

If any additional information is required, please do not hesitate to contact us.

Al Sowden / Chris Smith
Avalon Development Group
2819 Dune Drive
Avalon, NJ 08202
(609) 961-1005



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

02/01/12

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 Complete Planning Services Inc 14 W. Saratoga Street Baltimore, MD 21201 Steven S. Cresswell	410-837-0942	CONTACT NAME: Steven Cresswell
	410-625-0911	PHONE (A/C, No., Ext): 410-347-9840 FAX (A/C, No): 410-625-0911
INSURED Avalon Development Group, LLC 11302 Rolling House Rd N. Bethesda, MD 20852		E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AVALO-1
		INSURER(S) AFFORDING COVERAGE
		INSURER A : Harford Mutual Ins Co
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		9095525	10/13/11	10/13/12	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 \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER 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)
Residential Construction

CERTIFICATE HOLDER

CANCELLATION

Borough of Stone Harbor
9508 Second Ave
Stone Harbor, NJ 08247

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
Steven S. Cresswell

(2)

..BOROUGH OF STONE HARBOR
CAPE MAY COUNTY

ORDINANCE NO. 1395

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

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

Section 1. That the salary and wage ranges for certain positions within the Borough of Stone Harbor for the year 2012 are hereby fixed at the following amounts:

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

(3)

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY

ORDINANCE 1396

AN ORDINANCE APPOINTING AN ENGINEER,
FIXING HIS COMPENSATION AND TERM OF OFFICE

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

WHEREAS, N.J.S.A. 40A:9-140 provides that the governing body of each municipality shall provide for the appointment of a Municipal Engineer and fix his salary by ordinance; and

WHEREAS, Marc DeBlasio and the firm of Remington, Vernick & Walberg Engineers have been nominated by the Mayor to be appointed Borough Engineer;

NOW, THEREFORE, BE IF ORDAINED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that MARC DEBLASIO and the firm of Remington, Vernick & Walberg Engineers be and are hereby appointed Borough Engineer for a three (3) year term expiring on January 3, 2015 .

1. All contract work shall be done on a fixed fee basis to be negotiated between the engineer and the Borough Council prior to the commencement of work and shall include preliminary cost estimates, plans, specifications, processing of change orders, preparation of estimates for payment of contractors, negotiations with contractors when required attendance at meetings related to the project, furnishing of line and grade for contractor, casual inspections of work during construction and making final inspection of the project.

2. The engineer shall be compensated as per the attached contract and Schedule of Billable Hourly Rates - 2012 on file with the Borough Clerk.

3. All expenses for environmental impact statements, permit fees, aerial photography, etc. shall be reimbursed at cost.

This ordinance shall take effect immediately upon final passage and publication in accordance with law.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

Hawkins

DELAFIELD & WOOD LLP

A NEW YORK LIMITED LIABILITY PARTNERSHIP

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

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

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NEW YORK
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LOS ANGELES
SACRAMENTO
SAN FRANCISCO

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

C. STEVEN DONOVAN
ROBERT H. BEINFELD
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DAVID S. HANDLER
ROBERT A. ERNST
MEGAN I. FELICIANO

January 31, 2012

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

Mr. James G. Nicola
Chief Financial Officer
Borough Hall
9508 Second Avenue
Stone Harbor, New Jersey 08247

1398

Dear Jim:

In accordance with our conversation, I have prepared and am enclosing a draft bond ordinance appropriating \$1,700,000 for various improvements to be undertaken by the Borough. This draft authorizes the issuance of a maximum \$1,618,000 in bonds or notes and provides for application of a \$82,000 down payment understood to be presently available.

Enclosed also are (a) the notice of pending ordinance and summary to be published at least seven days prior to the public hearing, (b) the bond ordinance statements and summary to be published after final adoption and (c) a certificate that should be completed and returned, together with the indicated attachments, after final adoption.

As you know, the supplemental debt statement must be prepared, sworn to and filed as of the date of introduction of the ordinance in the office of the Borough Clerk. An executed duplicate thereof must thereafter be filed in the office of the Director of the Division of Local Government Services, in Trenton, prior to final adoption.

Very truly yours,


Robert H. Beinfield

RHB:cls

Enclosures

cc w/encs.: Michael J. Donohue, Esq. (E-mail only)
Ms. Jill Gougher (E-mail only)
Ms. Suzanne C. Stanford
Mr. Glen J. Ortman (E-mail only)

E-mail and Federal Express

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1/31/12

**BOND ORDINANCE APPROPRIATING \$1,700,000, AND
AUTHORIZING THE ISSUANCE OF \$1,618,000 BONDS OR
NOTES OF THE BOROUGH, FOR VARIOUS
IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE
UNDERTAKEN BY THE BOROUGH OF STONE HARBOR,
IN THE COUNTY OF CAPE MAY, NEW JERSEY.**

1398

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums, except as otherwise stated in said Section 3, being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to \$1,700,000 including the aggregate sum of \$82,000 as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$1,700,000 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,618,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes,

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negotiable notes of the Borough in a principal amount not exceeding \$1,618,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

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

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Acquisition by purchase of new and additional vehicular equipment, including one (1) recycling/trash packer truck and one (1) pickup truck for use by the Department of Public Works of the Borough and one (1) utility vehicle and one (1) all-terrain vehicle for use by the Police Department of the Borough, together with all equipment, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$218,000 estimated cost thereof being exclusive of the sum of \$79,626 heretofore appropriated therefor by prior ordinances of the Borough	\$218,000	\$207,200
(b) Improvement of municipally-owned buildings, facilities and property in and by the Borough, said buildings being at least equal in useful life or durability to a building of Class B construction (as such term is used or referred to in Section 40A:2-22 of said Local Bond Law), including the Fire House by the renovation thereof, the Police Department headquarters by the renovation thereof, the fishing pier by the reconstruction thereof, the municipal courts by the installation of fencing and the upgrade and resurfacing thereof, the bird sanctuary by the renovation thereof, the recreation building by the reconstruction and renovation thereof, and municipal playgrounds by the upgrade thereof, together with for all the aforesaid all storm drain repairs, landscaping, equipment work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$1,167,000 estimated cost thereof being exclusive of the sum of \$390,767 heretofore appropriated therefor by prior ordinances of the Borough	1,167,000	1,111,400

(c) Acquisition by purchase and installation, as necessary, of new and additional equipment, including trash and recycle containers, flags, radios, street signs, heating, ventilation and air conditioning units, a wheel balancer and garage doors for use by the Department of Public Works of the Borough, turnout gear and other safety equipment for use by the Fire Department of the Borough, a fire alarm and other equipment for use by the Police Department of the Borough, furniture, office equipment, a waverunner and a lifeboat for use by the Recreation Department of the Borough, and a telecopier, furniture and a new phone system for use by the Administration Department of the Borough, together with for all the aforesaid all attachments, accessories, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$292,000 hereby appropriated therefor being exclusive of the sum of \$2,412 heretofore appropriated therefor by prior ordinances of the Borough

292,000

278,000

(d) Acquisition by purchase and installation, as necessary, of new and additional computer equipment for use by the Police Department of the Borough, together with all appurtenances, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved the \$23,000 hereby appropriated therefor being exclusive of the sum of \$3,593 heretofore appropriated therefor by prior ordinances of the Borough

23,000

21,500

Totals

\$1,700,000

\$1,618,000

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

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

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

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 13.6 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$1,618,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$250,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

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

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

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

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

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

Hawkins

DELAFIELD & WOOD LLP

(5)

A NEW YORK LIMITED LIABILITY PARTNERSHIP

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

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

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MEGAN I. FELICIANO

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

January 31, 2012

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

1399

Mr. James G. Nicola
Chief Financial Officer
Borough Hall
9508 Second Avenue
Stone Harbor, New Jersey 08247

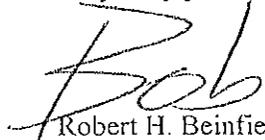
Dear Jim:

In accordance with our conversation, I have prepared and am enclosing a draft bond ordinance appropriating \$750,000 for various water and sewerage system improvements to be undertaken by the Borough. This draft authorizes the issuance of a maximum \$750,000 in bonds or notes and does not provide for a down payment as it is our understanding that the water and sewer utility will continue to be "self-liquidating".

Enclosed also are (a) the notice of pending ordinance and summary to be published at least seven days prior to the public hearing, (b) the bond ordinance statements and summary to be published after final adoption and (c) a certificate that should be completed and returned, together with the indicated attachments, after final adoption.

As you know, the supplemental debt statement must be prepared, sworn to and filed as of the date of introduction of the ordinance in the office of the Borough Clerk. An executed duplicate thereof must thereafter be filed in the office of the Director of the Division of Local Government Services, in Trenton, prior to final adoption.

Very truly yours,


Robert H. Beinfield

RHB:ffn

Encs.

cc w/encs.: Michael J. Donohue, Esq. (E-mail only)
Ms. Jill Gougher (E-mail only)
Ms. Suzanne C. Stanford
Mr. Glen J. Ortman (E-mail only)

E-mail and Federal Express

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1399

BOND ORDINANCE APPROPRIATING \$750,000, AND AUTHORIZING THE ISSUANCE OF \$750,000 BONDS OR NOTES OF THE BOROUGH, FOR VARIOUS WATER AND SEWERAGE SYSTEM IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefor.

Section 2. For the financing of said improvements or purposes and to meet said \$750,000 appropriations, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$750,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$750,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated

cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Rehabilitation of the water tower, together with all equipment, structures, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	\$539,000	\$539,000
(b) Acquisition by purchase and installation, as necessary, of new and additional equipment, including one (1) air compressor and one (1) scata system, together with all attachments, accessories, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	97,000	97,000
(c) Improvement of the water and sewerage system in and by the Borough by the reconstruction and renovation of the 95 th Street well and the installation of new sewer pumps at various lift stations, together with all equipment, structures, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved, the \$114,000 estimated cost thereof being exclusive of the sum of \$19,503 heretofore appropriated therefor by prior ordinances of the Borough	<u>114,000</u>	<u>114,000</u>
Totals	\$750,000	\$750,000

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

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

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 18.8 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that, while the net debt of the Borough determined as provided in said Local Bond Law is not increased by this bond ordinance, the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$750,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$115,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

(e) This bond ordinance authorizes obligations of the Borough solely for purposes described in paragraph (d) of section 40A:2-7 of said Local Bond Law, and the said obligations authorized by this bond ordinance are to be issued for a purpose which is self-liquidating within the meaning and limitations of section 40A:2-45 of said Local Bond Law and are deductible, pursuant to paragraph (c) of section 40A:2-44 of said Local Bond Law, from the gross debt of the Borough.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

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

Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all

detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

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

(6)

RESOLUTION

WHEREAS, the American Legion Post 331 made application on January 23, 2012 for a Raffle License under Application No. RA-2012-01; and

WHEREAS, it is the desire of the Borough Council of the Borough of Stone Harbor to issue a Certificate of Approval under Application No. RA-2012-01 to American Legion Post 331 for holding of said Raffle;

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

1. That the Borough Council issue to the American Legion Post 331 a Certificate of Findings and Determination to be signed by the proper officer of said Borough Council under Application No. RA-2012-01 made by said American Legion Post 331; and

2. That the Deputy Municipal Clerk of the Borough of Stone Harbor be, and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the American Legion Post 331 in accordance with the application made therefor.

(1)

RESOLUTION

WHEREAS, the American Legion Post 331 made application on January 23, 2012 for a Raffle License under Application No. RA-2012-02; and

WHEREAS, it is the desire of the Borough Council of the Borough of Stone Harbor to issue a Certificate of Approval under Application No. RA-2012-02 to American Legion Post 331 for holding of said Raffle;

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

1. That the Borough Council issue to the American Legion Post 331 a Certificate of Findings and Determination to be signed by the proper officer of said Borough Council under Application No. RA-2012-02 made by said American Legion Post 331; and

2. That the Deputy Municipal Clerk of the Borough of Stone Harbor be, and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the American Legion Post 331 in accordance with the application made therefor.



BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

2012-S-

WHEREAS, the Borough of Stone Harbor is currently under contract with Straga Brothers, Inc. for the construction of the Recreation Support Building; and

WHEREAS, it is the recommendation of the Borough’s Engineer, Olivieri, Shousky & Kiss, to authorize Change Order No. 1 – the contingency allowance of \$12,000.00 shall be reduced by (\$8,454) to \$3,546.00. The Borough accepted the Contractor’s proposals for Work Changes Proposal Requests 001, 002, 003, 004, 005 and 006 (attached hereto and make a part hereof); and

WHEREAS, Change Order No. 1 will not result in any increase/decrease to the original contract amount of \$1,573,560.00.

NOW, THEREFORE, BE IT RESOLVED, this 7th day of February, 2012 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 1 be and hereby is authorized; and

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized to execute Change Order No. 1 pursuant to the Work Changes Proposal Requests 001, 002, 003, 004, 005 and 006.

Offered by Seconded

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 7th day of February, 2012.

.....
Suzanne Stanford, Borough Clerk

The above resolution approved this 7th day of February, 2012..

.....
Suzanne M. Walters, Mayor

(9)

**A RESOLUTION CREATING AN INTERLOCAL SERVICES AGREEMENT WITH
WILDWOOD CATHOLIC HIGH SCHOOL FOR THE USE OF
THE RECREATION FIELDS
OF THE BOROUGH OF STONE HARBOR**

WHEREAS, N.J.S.A. 40:8A-1 *et seq.*, authorizes municipalities and school districts to enter into agreements for the purposes of exchanging, sharing and cooperating with regard to services common to said communities through Interlocal Services Agreements ; and

WHEREAS, the Wildwood Catholic High School is in need of services relating to the use of recreational playing fields of the Borough of Stone Harbor for use by its High School sports teams (soccer and lacrosse); and

WHEREAS, the Borough of Stone Harbor has certain lands, equipment and personnel available to meet the needs of the Wildwood Catholic High School in this area; and

WHEREAS, entering into an Interlocal Services Agreement with the Wildwood Catholic High School for this purpose has been deemed to be in the best interests of citizens of the Borough and the students of the Wildwood Catholic High School; and

WHEREAS, in consideration of this Agreement and in an effort to supplement the costs of maintenance of Borough facilities, Wildwood Catholic agrees to pay the Borough the sum of \$1,500.00 per season..

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that the preamble of this Resolution is hereby incorporated by reference;

BE IT FURTHER RESOLVED that the Borough of Stone Harbor and Wildwood Catholic High School hereby agree, under the authority of N.J.S.A. 40:8A-1 *et seq.*, as follows:

1. Wildwood Catholic High School agrees to pay the sum of \$1,500.00 per season per season and shall have full access to and use of the recreational ball fields of the Borough of Stone Harbor located in the vicinity of 80th Street and Second Avenue, for recreational activities officially sanctioned and conducted by the Wildwood Catholic High School and according to the schedules submitted.
2. Such access and use shall be conditioned upon coordination with and approval by the Recreation Director of the Borough of Stone Harbor with the understanding that the activities of the Borough of Stone Harbor Recreation Department take precedence.
3. The term of this Interlocal Services Agreement shall be from March 1, 2012 through February 28, 2013.

4. The Wildwood Catholic High School shall provide to the Borough of Stone Harbor written proof of liability insurance for the aforementioned use of the property of the Borough of Stone Harbor as required by the Atlantic County Joint Insurance Fund; and shall, additionally, hold harmless and indemnify the Borough of Stone Harbor for any and all loses, damages, and claims of whatever nature that may arise out of or in connection with the use of the property by the Wildwood Catholic High School, its sports/recreation participants, agents, contractors, officers and/or employees.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute this Resolution as the Interlocal Services Agreement between the Borough of Stone Harbor and the Wildwood Catholic High School, pursuant to N.J.S.A. 40:8A-1 *et seq.*

Suzanne M. Walters, Mayor
Borough of Stone Harbor

Wildwood Catholic High School

Attest: _____
Suzanne Stanford, Borough Clerk

Attest: _____

Dated: _____

Dated: _____

From: Salvatore Zuccarello (Athletic Director/Wildwood Catholic)
11/17/2011

To whom it may concern,

The Wildwood Catholic High School soccer program has benefited immensely over the years due to the Borough of Stone Harbor's continued cooperation in allowing us to enter inter-local agreements for the use of the eighty- second street field. Currently, we are trying to start a boys jv lacrosse program that will begin in the spring of 2012. Wildwood Catholic is asking to add an addition onto our inter-local agreement for the use of the Eighty-second street field beginning in March of 2012 and ending in June of 2012 for the future lacrosse program. We will continue to provide proof of insurance as well as a rental fee for the field use. We again thank you for your cooperation in the past and we will wait for a response to this request. Any questions concerning this letter can be addressed at 522-7257. Thank you for your time on this matter. We will not have a schedule this year but would like to use the field to practice and learn the sport. We will work around the cape express and the Avalon lacrosse program. If cape express is there on weekends and Avalon Lacrosse is there from 5-7 we would like the 3-5 time during the week beginning March 1st and ending June 1st.

Sincerely,



Salvatore Zuccarello
Director of Athletics

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(10)

RESOLUTION

A RESOLUTION TO TRANSFER 2011 REAL ESTATE TAX PAYMENTS TO 2012

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May and State of New Jersey, that upon recommendation of the Tax Collector, the overpayments for the year 2011 be transferred to 2012 (with the exception of overpayments and underpayments of \$10.00 or less which are hereby cancelled by the authority of State Statute)

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2012

.....
Borough Clerk

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

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

REFUND TAX OVERPAYMENT

WHEREAS, John C. Kepple overpaid his 2012 Preliminary taxes, causing a credit on the August 2012 quarter in the amount of \$204.59 on Block 88.04 Lot 124 located at 319 88th Street, and John C. Kepple has requested a refund of the overpayment; and

WHEREAS, the Tax Collector has requested that a refund be issued

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 \$204.59 be refunded to John C. Kepple; and

BE IT FURTHER RESOLVED that the Tax Collector makes the proper adjustment in her records.

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

(12)

RESOLUTION

SETTING IRRIGATION SYSTEM SCHEDULE

WHEREAS, the Utilities Committee of the Borough of Stone Harbor has discussed irrigation systems within the Borough; and

WHEREAS, the Utilities Committee would like to request that all property owners with irrigation systems (with the exception of those utilizing a soaker system) abide by a schedule in an effort to conserve water usage especially during the months of June, July, August and September.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that the following schedule for the use of sprinklers is hereby adopted.

All properties North of 96th Street may water on Monday, Wednesday and Friday

All properties South of 96th Street may water on Tuesday, Thursday and Saturday

Watering shall no more than once daily, before 6 am or after 6 pm for no more that 30 minutes per zone.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Public Works Department, Police Department and placed on the Borough Web Site.

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

(131

A RESOLUTION APPROVING AN AMUSEMENT GAME LICENSE FOR RIGI'S ARCADE

WHEREAS, in the past the Borough Clerk has, at the direction of the Borough's Amusement Licensing Board, issued permits to Rigi's Arcade for its operations in the 200 block of 96th Street; and

WHEREAS, the State of New Jersey Legalized Games of Chance Control Commission requires the passage of a Resolution by Borough Council in connection with the Commission's oversight responsibilities for redemption activities at such operations; and

WHEREAS, Rigi's Arcade has submitted the proper application and paid the appropriate fee, under and subject to the rules and regulations established by the Commission; and

WHEREAS, the Borough of Stone Harbor is a seashore resort community and state law allows such redemption activities within such operations in such towns; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, County of Cape May and State of New Jersey, duly assembled in public session this 7th day of February 2012, that Rigi's Arcade be and is granted an amusement license by and from the Borough of Stone Harbor for the period January 1, 2012 through December 31, 2012; that the Borough of Stone Harbor has no objection to the State of New Jersey licensing and/or regulating redemption activities at Rigi's Arcade, and that such licenses shall be kept on file for public review in the Borough Clerk's Office.

BE IT FURTHER RESOLVED that this Resolution shall be effective only upon the affirmative vote of not less than two-thirds of the members of Borough Council.

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

(14)

RESOLUTION

WHEREAS, it has been determined that the below listed accounts experienced summer leaks which have been appropriately documented and certified by public works personnel, and

WHEREAS, the said leaks did not drain into the sanitary collection system.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that under the provisions of Ordinance 542-22c the 2011 summer usage will be adjusted to the average of the prior three summers consumption for the purpose of calculating 2012 sewer volume charges.

BE IT FURTHER RESOLVED that these adjustments have been reviewed and approved by the Utility Committee and that the Utilities Collector make the proper adjustments in her records.

Account #22235
Account #17940

12120 Third Ave
A 51 Bower Court

Joseph & Regina Bradley
Richard J. & Susan E. Leimbach

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

(15)

RESOLUTION

APPOINTING A COORDINATOR, OFFICE OF EMERGENCY MANAGEMENT

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 KENNETH J. HAWK, be appointed Coordinator of the Office of Emergency Management for the Borough of Stone Harbor for a term of three (3) years, said term to expire on December 31, 2014.

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

(16)

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DUFFIELD ASSOCIATES FOR MAINTENANCE SUPPORT SERVICES AND HABITAT ENHANCMENT INITIATIVES AT THE BIRD SANCTUARY UNDER THE "NONFAIR AND OPEN" PROCESS

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

WHEREAS, the Borough is in need of an expert in permit compliance and habitat maintenance support services and habitat enhancement initiatives at the Bird Sanctuary; and

WHEREAS, Duffield Associates are geoscientific experts consisting of professional engineers and other professionals with experience in consulting with regard to such projects; and

WHEREAS, in accordance with the attached proposal dated December 1, 2011 for Project No. 5976.WO, which is hereby incorporated by reference and made a part hereof, Duffield Associates will provide professional consulting services at the Bird Sanctuary as detailed in the proposal at an estimated total fee of \$38,100 to \$45,800.00; and

WHEREAS, funds are available as evidenced by the Chief Financial Officer's Certification attached hereto and the contractor has executed all required disclosures;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 7th day of February, 2012, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That the Mayor and Clerk are directed to forthwith execute on behalf of the Borough of Stone Harbor the attached proposal bearing Project No. 5976.WO and dated December 1, 2011 as the contract for professional services for the purposes stated herein above;
3. That the aforementioned contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law, Duffield having previously submitted all documents required under the "fair and open" requirements;
4. That the aforementioned contract is entered into under and subject to the equal opportunity, anti-discrimination and affirmative action laws and regulations of the State of New Jersey, which are hereby incorporated by reference and the contractor shall execute an appropriate acknowledgment of same which shall also be a part of and incorporated into this contract;
5. That a notice of the letting of this Professional Services Contract be published in accordance with law within ten (10) days of its passage in an official paper of the Borough as designated in accordance with law.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2012

.....
Borough Clerk

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

.....
Mayor



December 1, 2011

The Honorable Suzanne M. Walters, Mayor
Attn: Mr. Kenneth Hawk – Administrator
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247

RE: Project No. 5976.WO
Phase VIII Professional Services
Stone Harbor Bird Sanctuary Restoration/Rejuvenation
Stone Harbor, New Jersey

Dear Mayor Walters:

Duffield Associates, Inc. (Duffield Associates) is pleased to provide this scope of services and fee estimate for the next phase of the Stone Harbor Bird Sanctuary (SHBS) Rejuvenation Project (Phase VIII). We are grateful for the opportunity to continue to partner with the Borough of Stone Harbor (the "Borough") and its Natural Resource Committee (NRC) and Stone Harbor Bird Sanctuary Advisory Committee (AC) on this exceptional project and look forward to assisting in the continued implementation of the vision for this project.

Our recommendations on tasks to be accomplished during Phase VIII are included herein. These recommendations are based on: the previously adopted Stone Harbor Bird Sanctuary Master Plan; regulatory requirements; results of the previous phases; and communicated summary of potential tasks and overall budgets for the project.

As requested, this proposal includes tasks anticipated for the period from December 1, 2011 through December 15, 2012. The tasks presented herein are for implementation of improvements identified in the five-year Master Plan for SHBS.

The focus of the Phase VIII will be:

- Continue to provide permit compliance and habitat maintenance support services;
- Provide and support recommended and highly needed habitat enhancement initiatives; and
- Provide and support other recommended habitat enhancement initiatives.

Accordingly, we propose the following scope of services for Phase VIII of the project. We anticipate that some modifications and refinements to the following scope may be required in consultation with the NRC and AC as tasks are undertaken and/or completed.

A. SCOPE OF SERVICES

We propose the following tasks to achieve goals expressed in the SHBS Master Plan and to address permitting requirements.

✓ TASK 1. PERMIT COMPLIANCE AND CONTINUED HABITAT MAINTENANCE (Budget \$21,000.00 – \$24,000.00)

1. Permit Compliance

Permits for improvements at the SHBS obtained from the U.S. Army Corps of Engineers (USACE) and New Jersey Department of Environmental Protection (NJDEP) have reporting requirements for the post-construction period.

The permits from the agencies require a multi-year monitoring and reporting program (through 2014), which is detailed in the SHBS Monitoring Plan. As of the end of 2011, Duffield Associates will have completed the monitoring and reporting for two years of monitoring. The completion of the 2012 data collection and the 2012 report are required for the third year of monitoring. Based upon the monitoring plan, collection of field data is to be conducted in the spring/summer and fall of each year. Also, year round piezometer monitoring is required. Permit reporting is to be filed by December of each year.

In addition, reporting for the completed trails within the NJDEP regulated buffers has not been completed (as a cost-saving measure, we recommended and received approval from the regulatory agencies that a single report could be completed and submitted once all planned trails were completed). In 2011, the final trail was completed. As such, this documentation can and needs to be completed. As part of the permit compliance, we propose to perform the following:

- a. Continue to maintain/repair the installed piezometers and monitoring equipment on site and collect/download and analyze data every three to four months during the 12-month period of this phase December 2011 through December 2012 (total 12 months) as hydrologic conditions dictate.
- b. Summarize acquired hydrologic data into the hydrology database for use in sanctuary management (water level control) and permit reporting.
- c. Conduct periodic site visits to assess performance and any problems with the tidal flow regulating controls related to target water level elevations/duration.
- d. Provide verbal recommendations and a written monitoring report to the AC, to include recommendations for water control structure operation, and an assessment of ditch function/hydrology in response to current/modified water levels on site.
- e. At a minimum, conduct site visits in July and September for required monitoring in 2012 to collect data on flora, fauna, hydrology, and other issues of concern to the regulatory agencies that are required for preparation of the annual monitoring reports

(due in December 2012) in accordance with the approved monitoring plans and permit conditions.

- f. In conjunction with the scheduled visits in Item e above, conduct at least two additional site visits to evaluate the extent of wetlands area improved through the restoration effort, and provide documentation to the regulatory agencies summarizing this improvement as required by the permits.
- g. Prepare and submit the written permit compliance (monitoring) report to the USACE in December 2012.
- h. Prepare and submit the permit required written documentation to NJDEP regarding the wetlands condition and other performance measures in December 2012.
- i. Prepare and submit requisite written documentation to NJDEP for completed trail improvements within the regulated Transition Areas. As part of this documentation, an as-constructed survey will be required for each trail. This proposal does not include any survey related expenses. (Please see assumptions related to surveying of trails.)
- j. Respond to verbal and written inquiries from and communicate with USACE, NJDEP, and other agencies regarding compliance and monitoring. Based upon our experience to date, this proposal assumes that no more than two site visits (compliance inspections) are required with these agencies for this task.

2. **Continued Habitat Maintenance**

Duffield Associates will continue to monitor the Phragmites growth/recession within the tidal and non-tidal wetland areas of the Sanctuary. This task will include identifying areas of concern relative to the presence and extent of Phragmites and prioritize areas/methods for eradication/control according to the goals of the Stone Harbor Bird Sanctuary Master Plan.

In addition to the monitoring, this task will include coordination with the County's Mosquito Department and prison work crews, as appropriate, when Phragmites controls are able to be implemented.

TASK 2. HIGHLY RECOMMENDED HABITAT ENHANCEMENT INITIATIVES (Budget \$9,000.00 – \$11,000.00)

A number of highly recommended initiatives have been identified for Phase VIII. These initiatives are associated with forest management, screening at Paul's Pond, additional invasive species management, finer adjustment of the established tidal flow regime, coordination with the Shade Tree Committee regarding the demonstration forest, and conducting/modifying a predator control program. These are further described below.

1. Duffield Associates will design a limited forest management activity. The extent of this task will encompass a to-be-determined, approximately 1-acre area within the Sanctuary. The purpose of the forest management activity is to improve heron and egret nesting

- habitat. The approximately 1-acre area will be selected based upon cost and potential for positive outcome and mapped out for this task. To be cost effective, a field-level design will be prepared with the intent of creating/improving "openings" in the forest canopy to allow nesting area access for herons and egrets.
2. Paul's Pond continues to be a popular viewing area for bird watchers and tourists. However, due to the trail's proximity to the pond, wildlife is often disturbed when viewers are present. To reduce wildlife disturbances without further limiting viewers, we propose to design a viewing screen (blind) at the terminus of the Paul's Pond Trail. This effort will include construction coordination for the designed screening.
 3. Duffield Associates will coordinate with and assist the NJ Clean Shores Program and Mosquito Department with additional invasive species management (e.g., the habitat around Paul's Pond and areas having Japanese knotweed, particularly on the east side of the Sanctuary). This will include identifying areas for control and guiding and documenting field operations.
 4. The tidal exchange within the Sanctuary is performing well. However, further improvement of the tidal portion of the Sanctuary may be realized with further improvements of tidal functions. In order to "optimize" the tidal influences, we propose to make additional adjustments to the control structure and monitor during 2012. Prior to any adjustment, the low tide and high tide elevations will be measured at the tidal structure once each week for one month to establish current baseline conditions. Following the establishment of baseline conditions, adjustments will be made, and similar monitoring will occur to evaluate the effects the adjustments have on the tidal elevations within the Sanctuary. Two rounds of adjustments are proposed during 2012.
 5. Duffield Associates will coordinate with the Shade Tree Committee to identify appropriate species for the current and any potential future demonstration forests, and explore/recommend grant opportunities offered by the New Jersey Sustainable Communities (Sustainable New Jersey Program).
 6. Duffield Associates will initiate contact and coordination with the USDA to establish a partner-based predator control program. One of the goals of this coordination is to identify and obtain technical support and funding for a predator control program at the Sanctuary.

TASK 3. RECOMMENDED HABITAT ENHANCEMENT INITIATIVES (Budget \$6,000.00 – \$8,000.00)

A number of other recommended initiatives have been identified for Phase VIII. These initiatives are associated with implementation of forest nesting habitat enhancements, minor grading enhancements in the east side stormwater outfall area, exploration of a south side trail, updating the educational material for guided public walks, and coordination with the Borough's Public Relations staff. These suggested initiatives are further described below.

1. Duffield Associates will coordinate the implementation of the forest nesting enhancement design presented in Task 2.1.
2. Duffield Associates will coordinate and oversee the grading enhancement at the east side stormwater outfall, with the anticipation that it will be performed at no cost to the Borough by the Mosquito Department.
3. Duffield Associates will work with the Trail Committee to determine feasibility and location of a new trail within the south side of the Sanctuary. This effort will involve one on-site meeting and one off-site meeting. Duffield Associates will provide a drawing of the area depicting the proposed trail location.
4. The Sanctuary has undergone a number of improvements since the original educational material for public guided walks was developed. We will review and update the educational material to better reflect current conditions and success stories of the Sanctuary.
5. In addition to improving the ecological function of the Sanctuary, a secondary benefit is the improved recreational and tourism associated with the Sanctuary's rejuvenation. Duffield Associates will participate in two meetings with the Borough's Public Relations staff for the purpose of improving and focusing the public outreach regarding the Sanctuary.

TASK 4. PROJECT/PROGRAM MANAGEMENT (Budget \$2,100.00 – \$2,800.00)

Duffield Associates will complete those activities necessary for coordination with the SHBS Advisory Committee, contract terms, and status updates for the duration of this phase. This task would also include technical assistance and preparation of applications for recognition programs and awards for endeavors in the Sanctuary.

B. ASSUMPTIONS

Our fee estimates for the above scope of services is based upon the following assumptions:

1. Tidal pipe compliance documentation will be prepared by the Borough's tidal pipe design firm and submitted to the appropriate regulatory agencies and to Duffield Associates.
2. The Management Plan prepared during Phase V will be the basis for management support under this phase. Any updates to the management plan will be in a future phase of the project, if necessary.
3. Permit compliance reporting is annual and will continue to be completed as part of future phases. Additional annual data collection for future years' (beyond 2012) reporting will be completed in future phases and is not included in the Phase VIII scope of services.

4. Land survey services, if necessary, for construction/layout or as-builts will, at the Borough's discretion, be contracted directly with and paid for by the Borough or performed as an additional service to Duffield Associates' contract.

C. SCHEDULE

We are prepared to commence providing the services, described herein, within one week of your authorization to proceed.

D. ESTIMATED FEE

We have provided an estimate of our fees for the Phase VIII services outlined herein. Based upon our past experience, we anticipate that some tasks in this proposal may change/expand/reduce in scope. Because of this, we propose to provide our services on an actual "time-spent" basis in accordance with the enclosed Hourly Rate Schedule. Our estimated fees will not be exceeded without prior discussion with you and approval from you.

Accordingly, we estimate that our fee is as follows:

Permit Compliance and Continued Habitat Maintenance	\$21,000.00 – \$24,000.00
Highly Recommended Habitat Enhancement Initiatives	\$ 9,000.00 – \$11,000.00
Recommended Habitat Enhancement Initiatives	\$ 6,000.00 – \$ 8,000.00
Project/Program Management	<u>\$ 2,100.00 – \$ 2,800.00</u>
TOTAL ESTIMATED FEE	<u>\$38,100.00 – \$45,800.00</u>

This agreement is solely between the Borough of Stone Harbor and Duffield Associates, Inc., and all invoices are payable by the Borough of Stone Harbor to Duffield Associates, Inc. Other conditions of this proposal are enclosed as General Contract Conditions and are hereby made a part of this agreement. As acceptance of this proposal and as authorization to proceed, kindly sign below and return a copy of this agreement. The terms of this proposal are valid for a period of 30 days.

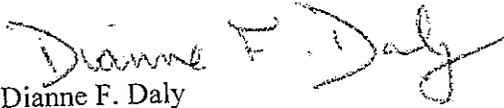
The Honorable Suzanne M. Walters
RE: Project No. 5976.WO
December 1, 2011
Page 7



We enthusiastically look forward to continue working with you on this important and exciting project. Please do not hesitate to call us if you have any questions concerning the enclosed information.

Very truly yours,

DUFFIELD ASSOCIATES, INC.


Dianne F. Daly
Project Manager


Jeffrey M. Bross, P.E., LEED AP, F.A.C.E.C.
Principal-In-Charge

DLD\JMB:bac
WORD\5976WO.1211-StoneHarborPhaseVIII.PRO

Enclosures: General Contract Conditions
Hourly Rate Schedule

cc: Councilman Al Carusi – Borough of Stone Harbor, Natural Resources Committee
Bob Bartke – Chair, Stone Harbor Bird Sanctuary Committee – Borough of Stone Harbor
~~Jill Gougher, Assistant Administrator~~

ACCEPTED BY:

(Signature)

(Please Print Name & Title)

FOR:

Borough of Stone Harbor

DATE:

DUFFIELD ASSOCIATES, INC.
Wilmington, Delaware
Georgetown, Delaware
Cape May Court House, New Jersey
North East, Maryland
Carlisle, Pennsylvania
Philadelphia, Pennsylvania



GENERAL CONTRACT CONDITIONS

1. CHARGES

Personnel: Charges are computed on the hourly rate schedule listed in the proposal. Direct charges will be invoiced for the individuals performing construction review services. Overtime, over 8 hours per day or 40 hours per week for T-1 through T-4 level employees will be invoiced at 1.5 times the rate of the individual performing the services. A multiplier of 2.0 will be utilized for fieldwork on Sundays and Holidays. A minimum of 4 hours will be invoiced for site visits by our technical staff.

Prevailing Wages: Prior to project initiation, Client agrees to notify Duffield Associates in writing if Prevailing Wage regulations apply to the Project, and in particular, the Services to be provided to Client by Duffield Associates. Absent such notification, Client agrees to release, hold harmless and reimburse Duffield Associates for any liability and costs Duffield Associates may incur resulting from a subsequent determination that Prevailing Wage regulations apply to the Services provided to Client by Duffield Associates, including any and all costs, fines and attorney's fees.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, subcontractors, consultants, laboratories and supplies required to complete the project are itemized in the proposal. A 15 percent fee is added to all subcontract invoices to cover handling and added costs. Expenses for reproduction, photographs, postage, long distance phone calls, mileage, etc. will be invoiced at cost.

2. SUBCONTRACT SERVICES

To perform test borings and other services, we may elect to engage a subcontractor. At Client's request, we can arrange for Client to enter into a direct contract with the subcontractor. In that event, invoices for these outside services will be furnished to you for your direct payment to the subcontractor.

3. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within 30 days are subject to a service charge of one and one-half (1-1/2) percent per month. Fees incurred for the collection of delinquent accounts will be paid by the Client. Time spent in additional detailing of invoices, beyond reference to the proposal, is considered direct effort on the project and will be invoiced.

4. SAMPLES

All samples acquired by Duffield Associates (soil, concrete, rock, etc.) will be discarded thirty (30) days after submission of our final report, unless Client directs us in writing to do otherwise. Upon Client's written request, Duffield Associates will forward the samples at Client's cost, or will store them for Client for an agreed period and storage charge.

5. RIGHT OF ENTRY ON SITE AND UTILITIES

Unless otherwise agreed, the Client will furnish right of entry on the site for us to make the planned borings, explorations and other evaluations.

We will take reasonable precautions to avoid damage to buried utilities, including utilizing the services of a recognized "notification center," such as Miss Utility, as an attempt to locate unknown underground utilities. However, we will not be responsible for damage or injury resulting from our explorations for Client's project which encounter unknown utilities or structures not specifically designated.

Client acknowledges that it is now and shall remain in control of the site at all times. Duffield Associates does not, by its entry into an agreement with Client, assume any responsibilities or liabilities with respect to the site. Duffield Associates is responsible solely for its own and its employees' activities on the job site, but this shall not be construed to relieve owner or any construction contractors from their responsibility for maintaining a safe job site.

6. SITE RESTORATION

We will take reasonable precautions to minimize damage to the site from the use of our equipment, but have not included in our fee the cost for restoration of damages and/or conditions that may result from these operations. At the completion of our evaluation, we will backfill excavations with excavated soils/materials and attempt to either level off this area with the adjacent ground surface, or mound the excavated soils/materials in the vicinity of the excavation (or borehole). Unless specifically noted in this agreement, we will not remove materials from the site of the excavation. It should be noted that the backfilled soils/materials may settle with time resulting in depressions or holes in the ground surface, and require further restoration. Any additional site restoration requested by you in writing can be performed and the cost will be added to our fee. If we are not requested to perform restoration, Duffield Associates will not be responsible for damages arising from the settlement of backfilled test borings or test pits.

7. UNANTICIPATED CONDITIONS

Environmentally regulated substances may exist or be encountered at a site where there is no reason to believe they could or should be present. If during the performance of our services, we encounter any unforeseen hazardous conditions or regulated substances or other unforeseen conditions or occurrences, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client. Duffield Associates and Client agree that the discovery of such conditions may constitute a significant change in the scope of work of our agreement. Based on our evaluation of conditions, we may:

- If practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal.
- Stop work pending agreement with Client to modify the scope of services and estimate of charges to include evaluation of the previously unforeseen conditions and occurrences. These changes may include modifications of these General Contract Conditions and/or modification to the limits of our professional liability insurance (if such is reasonably available). Hourly rates for personnel shall be revised to accommodate our increased expenses, in connection with the modified work.
- Terminate the services effective on the date specified by us in writing.

Client waives any claim against Duffield Associates and agrees to indemnify and defend and hold Duffield Associates harmless from any claim of liability for injury or loss arising from Duffield Associates' encountering unanticipated hazardous materials or suspected hazardous materials.

8. CONFIDENTIALITY

Duffield Associates will not intentionally divulge information regarding the proposal, services or report, except to Client or parties designated by Client. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, Duffield Associates, as a professional organization, will notify the appropriate authorities. Client waives any claim against Duffield Associates and agrees to defend, indemnify and save Duffield Associates harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is in the public domain or which is provided to us by third parties is not considered confidential.

9. COST ESTIMATES

Our cost estimate is an opinion of the probable costs required to construct or perform the work recommended. Estimates involve assumptions as to actual conditions on the site, the general construction climate, and other factors over which we have no control. Given the assumptions which must be made, Duffield Associates cannot guarantee the accuracy of our opinions of cost. In recognition of that fact, Client waives any claim against Duffield Associates regarding any opinion of probable cost.

10. SHOP DRAWING REVIEW

Client agrees that we shall review shop-drawing submissions solely for their conformance with our design intent in conformance with information given in the construction documents. We shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility.

11. BIOLOGICAL POLLUTANTS

Duffield Associates' scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that Duffield Associates will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless Duffield Associates from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by Duffield Associates' sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

12. WARRANTY AND STANDARD OF PERFORMANCE

Duffield Associates shall perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of the Profession currently practicing under similar conditions. No warranty either expressed or implied is intended. Our recommendations are based on our interpolation of conditions encountered by the explorations. Conditions between the explorations are, in fact, unknown. Field review during excavation/construction is an integral part of the design, since significantly more knowledge of subsurface conditions will be revealed by the excavation process. Depending on site conditions, it may be necessary for us to be retained during the construction process to complete our design recommendations.

13. INSTRUMENTS OF SERVICES

Documentation of Duffield Associates' evaluations, analyses, opinions and designs are provided in written "hard-copy" reports, letters, drawings, or other formats. Frequently clients request documents on electronic media. Text, data and graphical representations that are stored or transmitted on electronic media, may be subject to uncontrollable alteration and thus such electronic format copies will be provided solely as a convenience, and the hard-copy original will constitute the final copy deliverable. Client will have 30-calendar days after receipt of electronic media to inspect the material for completeness and accuracy. If possible, Duffield Associates will correct any discovered errors in the electronic material within this period and resubmit to Client. Duffield Associates will not be responsible for the completeness or accuracy of the electronic media after the 30-day acceptance period, or for any alternations made by Client or others.

14. LIABILITY

General: Our liability to our Client for injury or damage to persons or property for which we may be found legally liable shall be limited to the following:

Workmen's Compensation	Statutory Limits
Employer's Liability	\$100,000
Comprehensive General Liability Bodily Injury & Property Damage Combined Single Limit	\$1,000,000

Professional Liability: Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions such that our total aggregate liability shall not exceed \$50,000.00 or our total fee, whichever is greater.

For assignments relating to residential, environmental services, and sinkhole explorations, our liability will be limited to our fee. If unanticipated conditions, as defined herein, are encountered, limitations of coverage will be subject to a revision of our agreement.

15. INDEMNIFICATION

Duffield Associates and Client each agrees to indemnify and hold harmless the other for all losses, expenses, and liabilities resulting in damages, which include injury or death of any person, including employees of either party, any loss of or damage to property, including property of either party or the environment, to the extent that damages result from any negligent acts, errors or omissions of the indemnifying party, its agents, employees, subcontractors, or assigns. Further, in the event of joint negligence with any third party, Duffield Associates and Client each agrees to indemnify and hold harmless the other for the proportion of Damages arising from the indemnifying party's negligent acts, errors, or omissions.

This indemnification provision is subject to any limitations, other indemnifications, or other provisions agreed to by the parties.

DUFFIELD ASSOCIATES, INC.
**HOURLY RATE SCHEDULE
ENGINEERING/SCIENCE SERVICES**

Effective July 1, 2011

	<u>Hourly Rate</u>
<u>Professional</u>	
P-1 Scientist 1	\$67.00
P-2 Scientist 2	\$76.00
P-3 Scientist 3	\$84.00
P-4 Scientist 4/Engineer 1	\$91.00
P-5 Scientist 5/Engineer 2	\$99.00
P-6 Scientist 6/Engineer 3	\$109.00
P-7 Project Manager/Senior Scientist 1/Senior Engineer 1	\$120.00
P-8 Project Manager/Senior Scientist 2/Senior Engineer 2	\$125.00
P-9 Project Manager/Senior Scientist 3/Senior Engineer 3	\$130.00
P-10 Senior Consultant/Senior Scientist 4/Senior Engineer 4	\$139.00
P-11 Senior Consultant/Senior Scientist 5/Senior Engineer 5	\$149.00
P-12 Principal/Senior Consultant	\$159.00
P-13 Principal/Senior Consultant	\$173.00
P-20 Senior Principal (Investigations)	\$225.00
<u>Technical</u>	
T-1 Technician 1	\$47.00
T-2 Technician 2	\$55.00
T-3 Technician 3	\$61.00
T-4 Technician 4	\$67.00
T-5 Technician 5	\$75.00
T-6 Senior Technician 1	\$84.00
T-7 Senior Technician 2	\$91.00
T-8 Senior Technician 3	\$99.00
<u>Administration</u>	
A-1 – A-3 Administrative 1	\$48.00
A-4 – A-6 Administrative 2	\$54.00
A-7 – A-8 Administrative Manager	\$86.00
A-9 – A-10 Senior Administrative Manager	\$119.00

Subject to increase on July 1, 2012. A separate rate schedule applies for projects classified as environmental. Please refer to the General Contract Conditions.

(17)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**Authorizing the Mayor and the Borough Clerk to Sign
A Grant Application to the NJ Department of Environmental Protection – Green
Acres Program to Enhance Trails at the Bird Sanctuary**

WHEREAS, the NJ Department of Environmental Protection – Green Acres Program has been given approximately \$1 million to fund the Recreational Trails Program; and

WHEREAS, the Borough of Stone Harbor wishes to submit a grant application to this program to enhance existing trails at the Bird Sanctuary as provided for in the attached Grant Application.

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 the Mayor, Suzanne Walters and the Borough Clerk, Suzanne Stanford are hereby authorized to sign the attached Grant Application.

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

(17a)

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: January 16th 2012 FEE PAID: \$ Request to waive fee (charitable, non-profit event)
Should be filed 60 Days Before the Date of Event
TYPE OF EVENT: American Red Cross Blood Drive in honor of the Dosacco Family
Please Describe
DATE(S)/TIME(S) OF EVENT: Saturday March 3rd 2012 9 AM - 3 PM
Please Describe (7:30 AM - 4 PM for setup/cleanup)
LOCATION OF EVENT: SH Fire Dept. Hall ADMISSION FEE (If Any): \$ none
90th Street
REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ none

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

SPONSOR'S NAME: American Red Cross Penn-Jersey Blood Services PHONE#: _____
Please Print Name of Person, Association, Corporation, Firm, etc.
SPONSOR'S ADDRESS: 231st 3 Chestnut St. Philadelphia PA 19103
Street Address PO Box No. City State Zip Code
CONTACT PERSON: Cassie DeLosso, SEPA Red Cross Volunteer (local contact)
Leslie Smith, Red Cross Account Manager (headquarters contact)
CONTACT PERSON'S PHONE #: Cassie DeLosso 609 425 3988; Leslie Smith 215 451 4383
ESTIMATE OF DAILY CROWD EXPECTED: 100 people, including workers throughout the day
SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
Red Cross has its own certificate of insurance. Off-season parking will be available. No extra security anticipated.

	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.

Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

<u>NAME OF OPERATOR</u>	<u>OPERATOR'S ADDRESS/PHONE NUMBER</u>	<u>PROPOSED ACTIVITY</u>
American Red Cross	23rd & Chestnut, Philadelphia	Blood donation services
Penn-Jersey	PR 19103	Food and beverage
Blood Services	Please contact Leslie Smith Red Cross Key Account Manager (215) 451 4383	administration to donors

Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate. The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Applications for a permit are on file in the Borough Clerk's Office.

PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

Use of standard electric & water, bathrooms

Section 275-2 Regulations

- A. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
- B. No special event shall be held on public lands pursuant to this article until a special events permit has been issued by the Borough Clerk.
- C. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
- D. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
- E. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is attached to this Application.
- F. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
- I. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.

(170)

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: 1/3/11 FEE PAID: \$ 60.00
Should be filed 60 Days Before the Date of Event

TYPE OF EVENT: Quiz MS FUNDRAISER
Please Describe

DATE(S)/TIME(S) OF EVENT: 5/20/2012
Please Describe

LOCATION OF EVENT: VARIOUS ROUTE ATTACHED ADMISSION FEE (If Any): \$ N/A

REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ VARIOUS

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

SPONSOR'S NAME: NATIONAL MS SOCIETY PHONE#: 201 967 5599
Please Print Name of Person, Association, Corporation, Firm, etc.

SPONSOR'S ADDRESS: 1 KAUSA WAY SUITE 205 PAMANUS NJ 07652
Street Address PO Box No. City State Zip Code

CONTACT PERSON: Brian Turner

CONTACT PERSON'S PHONE #: 201 967 5599 X43208

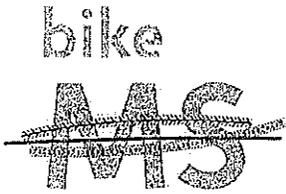
ESTIMATE OF DAILY CROWD EXPECTED: 100-500

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
OWNER'S SAFETY PATROL

	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.

2012 PROPOSED BIKE MS COAST THE COAST RIDE - 85 MILE ROUTE - DAY 2				
Location	Turn	Onto Road Name	Dis	Acc
Start: Pineland Junior HS		590 Nugentown Road, Little Egg Harbor, NJ 08087		
	R	Nugentown Road to end	1.8	1.8
	L	Poorman's Parkway	1.3	3.1
	R	Stage Road at SS	2.0	5.1
	BR	At fork - Follow Basto Historic Village Signs	0.0	5.1
	BL	Leektown Road at fork	1.0	6.1
	S	Over Chatsworth Road at SS	1.6	7.7
	R	Route 542 at SS	2.4	10.1
		Cross Wading River - MUST WALK BIKE OVER BRIDGE	0.0	10.1
RS1: Lower Bank Tavern	R	1509 Route 542, Egg Harbor City, NJ 08215	0.0	10.1
	R	Out of rest stop and continue down Route 542	0.1	10.2
	L	River Road	1.3	11.5
	BL	Around curve at river	0.4	11.9
	R	Cross Bass River (Rt. 652/Lower Bank Road) - STEEL GRATE BRIDGE	2.5	14.4
	L	At Jct. Routes 652 & 563 at SS	0.1	14.5
	L	Clarks Landing Road/Route 624	6.6	21.1
RS2: Port Republic General Store	L	205 Clarks Landing Road, Port Republic, NJ 08241	0.0	21.1
	S	Out of rest stop cross over Clarks Landing Road onto Chestnut Neck Road	0.1	21.2
	L	Mill Street at SS to end	0.9	22.1
	L	Riverside Drive at SS	0.6	22.7
	R	Pitney Road/Route 634 at SS	5.4	28.1
	R	Woodcrest Avenue	0.2	28.3
	L	New York Avenue at SS	0.2	28.5
	R	Mill Road at SS	0.3	28.8
	S	Over New Jersey Avenue at TL	0.1	28.9
		STAY IN MIDDLE LANE	0.0	28.9
	S	Over Route 30/White Horse Pike/Absecon Boulevard	0.6	29.5
	L	Mill Road/651 - CAUTION	6.2	35.7
		Mill Road turns into Fire Road	0.0	35.7
	S	Over Tilton Road at TL	0.0	35.7
		Fire Road turns into Bargaintown Road	0.0	35.7
RS3: EHT Police Department	R	3133 Fire Road, Egg Harbor Township, NJ 08234	0.0	35.7
	R	Out of rest stop onto Bargaintown Road	0.4	36.1
	L	Poplar Avenue at 5-street intersection	1.0	37.1
	R	Woodlyne Boulevard	0.5	37.6
	R	Devonshire Avenue	0.3	37.9
	L	Onto far side of Wabash Avenue	0.5	38.4
	L	Seaview	0.6	39.0
	R	Wabash Avenue at SS - turns into West Avenue	0.8	39.8
	R	Frances Avenue	0.1	39.9
	L	Gramercy Avenue	0.1	40.0
	L	Ocean Heights Avenue at SS	0.0	40.0
	QR	Buffalo Avenue	0.1	40.1
	L	Ocean Avenue	0.4	40.5
	R	Bay Avenue	0.5	41.0
	L	Longport Somers-Point Boulevard/RI 152 at TL	2.0	43.0
	R	Ocean City-Longport Boulevard at TL	1.9	44.9
	S	Over bridge - Do Not Pay Toll	0.0	44.9
	L	Battersea Road at TL	0.7	45.6
	BR	Battersea Road turns into Atlantic Avenue	0.0	45.6
	R	5th Street at TL	0.4	46.0
RS4: Ocean City Primary School	L	550 West Avenue, Ocean City, NJ 08226 (entrance on 5th Street)	0.0	46.0
	R	Out of rest stop onto 5th Street	0.1	46.1
	R	West Avenue to end at TL	5.0	51.1
	R	55th St/Route 619 South at TL	5.3	56.4
	S	Over bridge - STEEL GRATE - Do Not Pay Toll	0.0	56.4
	S	Commonwealth Avenue/Route 619 - turns into Landis Avenue	0.0	56.4
	R	29th Street at TL	0.1	56.5
	L	Central Avenue	0.6	57.1
RS5: Sea Isle Ambulance Corp.	R	201 John F. Kennedy Boulevard, Sea Isle City, NJ 08243	0.0	57.1
	R	Out of rest stop and continue on Central Avenue to end	2.2	59.3
	L	84th Street at SS	0.1	59.4
	R	Landis Avenue at SS	1.1	60.5
	S	Over bridge - STEEL GRATE - Do Not Pay Toll	0.0	60.5
	L	Eighth Street	0.4	60.9
	R	Avalon Avenue	1.2	62.1
RS6: Avalon Center	L	3001 Avalon Avenue, Avalon, NJ 08202	0.0	62.1
	L	Out of rest stop and continue down Avalon Avenue	0.1	62.2
	R	32nd Street at SS	0.1	62.3
	L	1st Avenue at SS to end	0.4	62.7
	R	40th Street at SS	0.1	62.8
	L	Dune Drive - turns into Second Avenue in Stone Harbor	2.8	65.6
	R	92nd Street	0.1	65.7
	L	Third Avenue at SS	3.5	69.2
	S	Stone Harbor Bridge	0.0	69.2
	S	Over bridge - STEEL GRATE	0.0	69.2
	L	Route 147N/E. Wildwood Avenue at TL	0.8	70.0
	R	At jughandle / cross over Route 147	0.2	70.2
	S	At TL onto Angelsea Drive - turns into Spruce Avenue and then Central	1.0	71.2
	L	2nd Avenue	0.4	71.6
	R	JFK/Beach Drive	0.6	72.2
	R	13th Avenue	0.2	72.4
	L	Ocean Avenue	0.5	72.9
	R	18th Avenue	0.1	73.0



bike to
create a world
free of MS

January 16, 2012

Ms. Lisa Stefankiewicz
Deputy Borough Clerk
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247

Dear Ms. Stefankiewicz:

The National Multiple Sclerosis Society's New Jersey Metro Chapter will be hosting our Annual "Coast the Coast" Bike MS Ride on Sunday, May 20, 2012. This bike tour anticipates participation from approximately 600 riders along with hundreds of volunteers.

We request permission to ride through your township again for this event. Your cooperation is appreciated to make this a successful event. Attached is the Special Events Application, fee, planned route of the ride and Certificate of Liability Insurance.

The Bike MS Ride raises funds to support the Society's mission of ending the devastating effects of MS. Through events like this one, the Chapter is able to provide programs and services to over 10,000 people living with MS and their families, as well as provide funds to assist the national research effort to find the cause and cure for multiple sclerosis.

From all of us at the chapter, thank you for your continued support each year. We look forward to working with you again this year on our event. Multiple sclerosis is a devastating disease. It is through partnerships with corporations, townships and volunteers that we are able to make a difference in the lives of those whom we serve.

If you have any questions, please contact me at 201.967.5599 x43208. I look forward to hearing from you.

Sincerely,

Brian Hurwitz
Logistics

cc: Chief Paul Reynolds
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247

cc: Cheryl Brown
Greg Hunt

17a

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: January 5, 2012 FEE PAID: \$ 60.00
Should be filed 60 Days Before the Date of Event
TYPE OF EVENT: 5k Run/walk Please Describe
DATE(S)/TIME(S) OF EVENT: July 28, 2012 8 A.M. Please Describe
LOCATION OF EVENT: 96th on the Beach ADMISSION FEE (If Any): \$ ~~25.00~~
REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ 25.00

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

SPONSOR'S NAME: South Seaville Manor Aux PHONE # 609-624-1010
Please Print Name of Person, Association, Corporation, Firm, etc.
SPONSOR'S ADDRESS: 107 Old Goshen Rd 65 South Seaville NJ 08246
Street Address PO Box No. City State Zip Code
CONTACT PERSON: Garry Hunter

CONTACT PERSON'S PHONE #: cell 609-425-1840
ESTIMATE OF DAILY CROWD EXPECTED: approx 100 - will update as necessary
SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
volunteers

	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
- Use of Fields	\$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.
- Chamber of Commerce	\$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.

Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

<u>NAME OF OPERATOR</u>	<u>OPERATOR'S ADDRESS/PHONE NUMBER</u>	<u>PROPOSED ACTIVITY</u>
NA		

Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate. The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Applications for a permit are on file in the Borough Clerk's Office.

PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

Location of bathroom facilities
Alert police and EMS.

Section 275-2 Regulations

- A. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
- B. No special event shall be held on public lands pursuant to this article until a special events permit has been issued by the Borough Clerk.
- C. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
- D. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
- E. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is attached to this Application.
- F. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
- I. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.



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

Applicant's Name South Seaville Manor Aux.

Address 107 Old Goshen Rd South Seaville, N.J. 08246

Phone # 609-624-1010

Location of Signs/Banner 910th and the Beach

Dates requested for Sign/Banner to be up July 14th to July 28th.
(Time Limited to two (2) weeks)

Wording on Sign (exactly) See Attached flyer. (plus this
wording)

July 28th, 2012; 8 A.M start time; \$25 entrance
fee. Includes Col. Corson Memorial T-shirt;

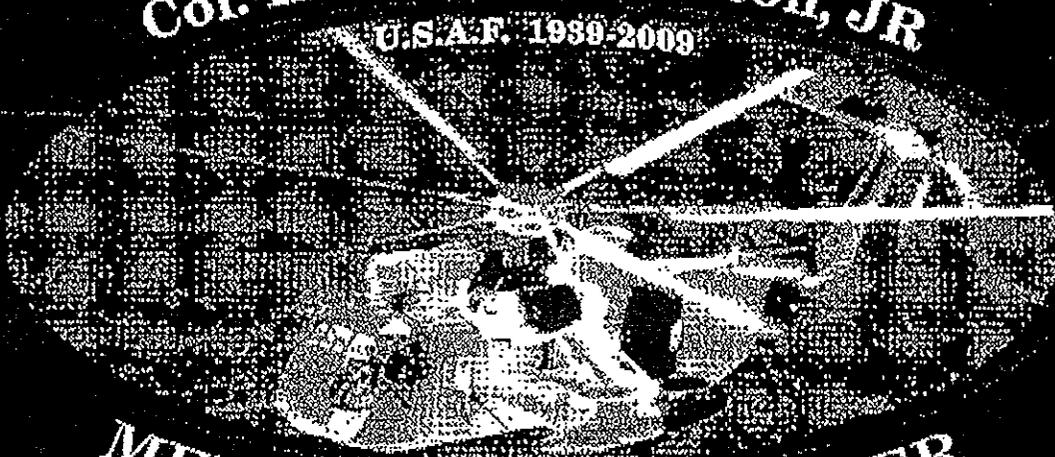
FOR BANNERS OVER 96TH STREET, 36 INCHES HIGH, UP TO AND NO MORE THAN 30 FEET WIDE, GROMETS TOP AND BOTTOM APPROXIMATELY 18 INCHES APART, WIND HOLES IF POSSIBLE.

SIGNS ARE TO BE REMOVED THE DAY AFTER THE EVENT ENDS

Approval date _____

Denied _____ Reason _____

IN GOD WE TRUST
Col. Howard "Al" Corson, JR
U.S.A.F. 1989-2009



MEMORIAL FUNDRAISER

South Seaville Manor
1100 E. 11th St. #100
Cincinnati, OH 45219
ssmaux.org

(17a)

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: 17 January 12 FEE PAID: \$ 60.00
Should be filed 60 Days Before the Date of Event
TYPE OF EVENT: Road Race: Ocean Drive Marathon, 14.5 Miles
Please Describe
DATE(S)/TIME(S) OF EVENT: 25 March 12 / 9 AM in Cape May; Runners in Stone Harbor
Please Describe
LOCATION OF EVENT: Around Municipal Roads in Stone Harbor ADMISSION FEE (If Any): \$ None
(See Article 159)
REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ VARIOUS (SEE ATTACHED)

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

SPONSOR'S NAME: Ocean Drive Run Club, Inc. PHONE#: 609-523-0880
Please Print Name of Person, Association, Corporation, Firm, etc.
SPONSOR'S ADDRESS: 1245 South Street PA: 19379
Street Address PO Box No. City State Zip Code
CONTACT PERSON: EG DePalma
CONTACT PERSON'S PHONE #: 610-247-2254

ESTIMATE OF DAILY CROWD EXPECTED: 2,000
SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
Cape Sheriff, Local Municipal Police, USPG Assistants Personnel to provide for safety of Runners + community members.

	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.

Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

<u>NAME OF OPERATOR</u>	<u>OPERATOR'S ADDRESS/PHONE NUMBER</u>	<u>PROPOSED ACTIVITY</u>
NONE		

Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate. The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Applications for a permit are on file in the Borough Clerk's Office.

PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

Police for Traffic Control, Public works for traffic cones and barricades, E.O.S., E.M.S. for Responder and needs.

Section 275-2 Regulations

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- D. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
- E. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is attached to this Application.
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- I. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.

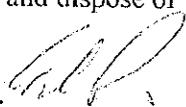
OCEAN DRIVE MARATHON 26.2-MILE PT-2-PT COURSE
STONE HARBOR SEGMENT

At approximately 10:45 AM on Sunday, the 25th of March 2012, the first of between 1,200 and 1,500 dedicated distance runners will enter Stone Harbor (from the south) by crossing the Grassy Sound Bridge onto 3rd Street in the 14th Annual Running of the Ocean Drive Marathon.

From this point the ODM course continues to a right turn onto 117th Street, to a right onto 2nd Ave, and thus travels south to 123rd Street where the runners turn-around the grass median and proceed north to a right turn onto 110th Street, and then to a left turn onto 1st Avenue. The race proceeds on 1st Avenue to a left turn onto 80th Street, a right turn onto Dune Drive and on into Avalon.... to the ultimate finish in Sea Isle City.

The expected time for all runners to complete miles 15 through 18, the Stone Harbor segment of the ODM pt-2-pt course, is at, approximately, 1:30 PM. We expect that runners will be in Stone Harbor between 2 ½ and 3 hours.

As in all previous years of our existence, we request the use traffic cones and directional signs that have been provided by the good folks at Stone Harbor Public Works. In addition we ask for a police presence at the corner of 117th Street and 3rd Avenue to ensure public safety as runners enter Stone Harbor. We provide civilian marshals to direct / provide refreshment / assist runners throughout the Stone Harbor segment of the ODM course, as well as, personnel from the Cape May County Sheriff's Office, US Coast Guard Training Center in Cape May who will provide support in the area. Our friends from Got-Junk, Inc. will follow the race to pick-up and dispose of any refuse from the event.

Thx, edp. 

(17a)

cc. Cliff, Roger
cc. Cliff, Grant

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.)

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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: 11/24/12 FEE PAID: \$ 60.00
Should be filed 60 Days Before the Date of Event

TYPE OF EVENT: Grill Demo
Please Describe

DATE(S)/TIME(S) OF EVENT: April 7, April 21, May 5, May 19, June 2, June 16
Please Describe

LOCATION OF EVENT: 260 96th Stone Harbor N.J. 08247 ADMISSION FEE (If Any): \$ None

REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ None

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

SPONSOR'S NAME: Seashore Assoc. PHONE#: 609 368-3191
Please Print Name of Person, Association, Corporation, Firm, etc.

SPONSOR'S ADDRESS: 260 96th P.O. # 187 Stone Harbor N.J. 08247
Street Address PO Box No. City State Zip Code

CONTACT PERSON: Scott Fisher

CONTACT PERSON'S PHONE #: 609 368-3191

ESTIMATE OF DAILY CROWD EXPECTED: _____

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
Cook's & myself & employee staff

	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)
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Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

<u>NAME OF OPERATOR</u>	<u>OPERATOR'S ADDRESS/PHONE NUMBER</u>	<u>PROPOSED ACTIVITY</u>
<i>Big Green Egg</i>	<i>call in house</i>	
<i>Neber Grill</i>	<i>no changes from</i>	
<i>Big Easy</i>	<i>last year events</i>	

Food Festival Events – Cape May County Department of Health

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Open Flame – Barbeque – Permit Fees

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PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

None

Section 275-2 Regulations

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- F. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
- I. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.

Participating Organizations

- Alliance for a Living Ocean
- American Littoral Society
- Arthur Kill Coalition
- Asbury Park Fishing Club
- Bayshore Regional Watershed Council
- Bayshore Saltwater Flyfishers
- Belford Seafood Coop
- Belmar Fishing Club
- Beneath The Sea
- Bergen Save the Watershed Action Network
- Berkeley Shores Homeowners Civic Association
- Cape May Environmental Commission
- Central Jersey Anglers
- Citizens Conservation Council of Ocean County
- Clean Air Campaign, NY
- Clearwater of New Jersey
- Coalition Against Toxics
- Coalition for Peace & Justice/Unplug Salem
- Coastal Jersey Parrot Head Club
- Communication Workers of America, Local 1034
- Concerned Businesses of COA
- Concerned Citizens of Bensenville
- Concerned Citizens of COA
- Concerned Citizens of Montauk
- Concerned Students and Educators of COA
- Eastern Monmouth Chamber of Commerce
- Fisher's Island Conservancy
- Fishermen's Conservation Association, NJ Chapter
- Fishermen's Conservation Association, NY Chapter
- Fishermen's Dock Cooperative, Pt. Pleasant
- Friends of Island Beach State Park
- Friends of Liberty State Park, NJ
- Friends of the Boardwalk, NY
- Garden Club of Bay Head and Mantoloking
- Garden Club of Bellefonte/Bayberry
- Garden Club of Englewood
- Garden Club of Four Havens
- Garden Club of Long Beach Island
- Garden Club of RFD Middletown
- Garden Club of Morrisown
- Garden Club of Navesink
- Garden Club of New Jersey
- Garden Club of New Vernon
- Garden Club of Oceanport
- Garden Club of Princeton
- Garden Club of Rumson
- Garden Club of Sea Girt/Holly Club
- Garden Club of Short Hills
- Garden Club of Shrewsbury
- Garden Club of Spring Lake
- Garden Club of Terra Nova
- Garden Club of Three Harbors
- Garden Club of Washington Valley
- Great Egg Harbor Watershed Association
- Green Party of Monmouth County
- Green Party of New Jersey
- Highlands Business Partnership
- Hudson River Fishermen's Association
- Jersey Shore Captains Association
- Jersey Shore Parrot Head Club
- Jersey Shore Partnership
- Jersey Shore Running Club
- Junior League of Monmouth County
- Keyport Environmental Commission
- Kiwanis Club of Manasquan
- Kiwanis Club of Shadow Lake Village
- Leonardo Party & Pleasure Boat Association
- Leonardo Tax Payers Association
- Main Street Willowland
- Mantoloking Environmental Commission
- Marine Trades Association of NJ
- Monmouth Conservation Foundation
- Monmouth County Association of Hunters
- Monmouth County Audubon Society
- National Coalition for Marine Conservation
- Natural Resources Protective Association, NY
- NJ Beach Buggy Association
- NJ Commercial Fishermen's Association
- NJ Environmental Federation
- NJ Environmental Lobby
- NJ Main Slip Owners Group
- NJ Marine Education Association
- NJ PIRC Citizen Lobby
- Northingham Hunting & Fishing Club, NJ
- NYC Sea Gypsies
- NY State Marine Education Association
- NY/NJ Baykeeper
- Ocean Wreck Divers, NJ
- PaikilleOnLong
- Pecaniny Saltwater Sportsmen Club
- Raritan Riverkeeper
- Religious on Water
- Rotary Club of Long Branch
- Rotary District #2540-Interact
- Saltwater Anglers of Bergen County
- Sandy Hook Bay Anglers
- Save Barnegat Bay
- Save the Bay, NJ
- SEAS Monmouth
- Seaweeders Garden Club
- Shark Research Institute
- Shark River Cleanup Coalition
- Shark River Surf Anglers
- Shore Adventure Club
- Sierra Club, NJ Shore Chapter
- Sisters of Charity, Maris Stella
- Sons of Ireland of Monmouth County
- Seroptimist Club of Cape May County
- South Jersey Dive Club
- South Monmouth Board of Restorers
- Staten Island Tuna Club
- Strathmere Fishing & Environmental Club
- Surfers' Environmental Alliance
- Surfrider Foundation, Jersey Shore Chapter
- TACK I, MA
- Unitarian Universalist Congregation/Monm. City
- United Boatmen of NY/NJ
- Village Garden Club
- Volunteer Friends of Boaters, NJ
- WATERSPIRIT
- Women's Club of Brick Township
- Women's Club of Keyport
- Women's Club of Long Branch
- Women's Club of Merchantville
- Women's Club of Spring Lake
- Zen Society



Clean Ocean Action

www.CleanOceanAction.org

18 Hartshorne Drive, Suite 2
 Highlands, NJ 07732-0505
 Telephone: 732-872-0111
 Fax: 732-872-8041
 SandyHook@CleanOceanAction.org

Ocean Advocacy
 Since 1984

Mayor Suzanne M. Walters
 Borough of Stone Harbor
 9508 Second Avenue
 Stone Harbor, NJ 08247

(ma)

January 9, 2012

Dear Mayor Walters,

On behalf of Clean Ocean Action (COA), thank you for your participation in the 2011 Beach Sweeps; we look forward to another successful year of teamwork in 2012. **The 27th Annual Beach Sweeps will be held on Saturday April 21, 2012 and Saturday October 20, 2012** from 9 AM to 12:30 PM, at over 65 locations along New Jersey's coast and waterways.

COA seeks your permission to perform spring and fall volunteer cleanups in Stone Harbor, which will meet at 95th Street beach. Additionally, we invite you to join and address volunteers at these widely attended events. To approve the Beach Sweep site and/or arrange to attend this event, please contact Tavia Danch by mail, fax, email, or phone (Clean Ocean Action, 18 Hartshorne Dr., Suite 2, Highlands, NJ 07732, Fax: 732-872-8041, Email: Education@cleanoceanaction.org, Phone: 732-872-0111).

Importantly, municipalities participating in Clean Ocean Action's Beach Sweep program can fulfill Adopt-A-Beach & NJ Clean Communities requirements for community clean ups. In order to be as efficient as possible, Clean Ocean Action welcomes the collaboration with other independent clean-up events and organizations. If you have other clean-up events in your community on or around the Beach Sweeps, please let us know.

Steps for a successful Clean Ocean Action Beach Sweeps:

- ✓ Please reply to this letter with written or verbal approval for both Beach Sweeps (April 21, 2011 and Saturday, October 20, 2012 from 9am to 12:30pm).
- ✓ Please inform Police Department about the location and details of the Beach Sweep meeting location.
- ✓ After COA receives permission, a Beach Captain will be assigned to lead the clean-up at that site. If you have an Environmental Commissioner or other representative who would like to get involved, please let me know.
- ✓ The Beach Captain will help organize the clean-up, direct volunteers, and ensure proper collection, categorizing, and separation of the debris.
- ✓ The Beach Captain will coordinate with the Public Works Department before the event to make the necessary trash pickup and recycling arrangements.
- ✓ Each town or park participating in the Beach Sweeps will be recognized as a designated cleanup site in press releases, advertising materials, and websites.

We look forward to working with you to make this year's Beach Sweeps another "Sweeping" success!

Sincerely,

Tavia Danch
 Education Coordinator for Pollution Prevention

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(18)

RESOLUTION

**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC
IN ACCORDANCE WITH THE PROVISIONS OF
THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,
N.J.S.A. 10:4-12**

WHEREAS, the Borough Council of the Borough of Stone Harbor is subject to certain requirements of the *Open Public Meetings Act, N.J.S.A. 10:4-6*, et seq., and

WHEREAS, the *Open Public Meetings Act, N.J.S.A. 10:4-12*, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Borough Council of the Borough of Stone Harbor to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

1. *Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds – Lease - Site 103*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on February 7, 2012, that an Executive Session closed to the public shall be held on February 7, 2012 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

Official action may be taken as a result of said executive session.

It is anticipated that, in accordance with law and in a timely manner, the deliberations conducted in closed session may be disclosed to the public upon the determination of the Borough Council that the public interest will no longer be served by such confidentiality.

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