

PRELIMINARY

THIS AGENDA IS SUBJECT TO LAST MINUTE ADDITIONS OR
DELETIONS

AGENDA ORGANIZATION MEETING JANUARY 7, 2014

1. Meeting called to order
2. Clerk call the Roll
3. Notice concerning Public Meetings Law
4. Prayer
5. Salute to the Flag
6. Reading of Election Results
7. Swearing in of Councilmembers
8. Nominations for President of Council
9. Nomination for Council Representative on Planning Board
10. Motion concerning Roberts Rules of Order
11. Standing Committees for 2014
12. Non-Board Appointments
13. Board Appointments
14. Hearing of the Public

15. Resolutions
 - Motion – A through D
 - Motion - E through L
 - Motion - M through P
 - Motion - Q through T
 - Motion - U through Z

16. Ordinances
 - a. Ordinance 1433 (Salary Ranges) INTRO

17. Communications
18. Comments from Mayor and Councilmembers
19. Hearing of the Public
20. Motion to pay the bills
21. Motion to adjourn

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

A

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the Cape May County Herald and the Press of Atlantic City are designated as official publications for local advertising for the Borough of Stone Harbor during the year 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, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

B

RESOLUTION

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

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the following dates and times have been established as meeting dates for the governing body during the year 2014. Legal action may be taken at these published meetings. All meeting are to be held at 4:30 pm.

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

January 6, 2015

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

C

RESOLUTION

DATES FOR PARKING METERS - 2014

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

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor that meters will be in operation from Thursday, May 1, 2014 through Wednesday, October 1, 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, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION



TRASH COLLECTION SCHEDULE 2014

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

NOW, THEREFORE, BE IT RESOLVED, by the Members of Council of the Borough of Stone Harbor that the following schedule will be in effect for the year 2014:

Solid Waste/Recycle Winter/Summer Schedule

Winter Schedule	January 1, 2014 through June 15, 2014
Summer Schedule	June 16, 2014 through September 14, 2014
Back to Winter Schedule	September 15, 2014 through 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, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

E

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION PROVIDING TEMPORARY APPROPRIATIONS FOR THE YEAR 2014

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

WHEREAS, the date of this Resolution is within the first 31 days of January, 2014 and

WHEREAS, 26.25% of the total appropriations in the year 2013 budget, exclusive of any appropriation made for the relief of the poor and interest and redemption charges in the 2013 budget is the sum of \$2,698,390.81 for current expenses; and \$560,182.88 for the dedicated section of the Water and Sewer Budget which is more than the amount required, now

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

1. GENERAL GOVERNMENT

General Administration	
Salaries & Wages	24,000
Other Expense	10,000
Mayor and Council	
Salaries & Wages	17,000
Other Expenses	4,000
Municipal Clerk	
Salaries & Wages	40,000
Other Expenses	8,000
Financial Administration	
Salaries & Wages	37,000
Other Expenses	17,000
Assessment of Taxes	
Salaries & Wages	13,500
Other Expense	4,500
Collection of Taxes	
Salaries & Wages	15,000
Other Expense	3,500
Legal Services & Costs	
Other Expense	35,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 2

RESOLUTION

Engineering Services	
Other Expenses	7,000
Construction Code Official	
Salaries & Wages	47,000
Other Expenses	3,000
Zoning Board Costs	
Salaries & Wages	9,500
Other Expenses	3,500
Planning Board	
Salaries & Wages	4,000
Other Expenses	9,000
Insurance	
Group Insurance	350,000
Other Insurance	120,000
2. PUBLIC SAFETY	
Fire	
Other Expense	53,000
Police	
Salaries & Wages	400,000
Other Expense	25,000
Prosecutor	
Salaries & Wages	5,000
Uniform Fire Code Official	
Salaries & Wages	24,500
Other Expenses	3,100
Office of Emergency Management	
Salaries & Wages	4,000
Other Expenses	2,000
Municipal Court	
Salaries & Wages	36,000
Other Expenses	4,000
Natural Resources	
Other Expenses	12,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 3

RESOLUTION

3.	PUBLIC WORKS		
	Public Works		
	Salaries & Wages	200,000	
	Other Expenses	35,000	
	Solid Waste Collection		
	Salaries & Wages	150,000	
	Other Expenses	50,000	
	Public Buildings and Grounds		
	Other Expenses	40,000	
4.	HEALTH AND WELFARE		
	Board of Health		
	Salaries & Wages	100	
	Other Expense	700	
	Dog Regulation by Contract	6,000	
	Safety Compliance	7,000	
5.	RECREATION AND EDUCATION		
	Beach		
	Salaries & Wages	5,000	
	Other Expense	16,000	
	Parks & Playgrounds		
	Salaries & Wages	20,000	
	Other Expense	15,000	
	Special Events		
	Salaries & Wages	10,000	
	Tourism		
	Other Expenses	25,000	
6.	UNCLASSIFIED		
	Utilities		
	Electricity	40,000	
	Street Lighting	30,000	
	Telephone	20,000	
	Gasoline	50,000	
	Statutory Expenditures		
	Social Security	100,000	
	Unemployment Compensation Insurance	10,000	

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

Page 4

RESOLUTION

8. OPERATIONS EXCLUDED FROM CAP

9. MUNICIPAL DEBT SERVICE

Interest on Bonds 240,000

Capital Improvement Fund 75,000

GRAND TOTAL GENERAL GOVERNMENT 2,494,900

SEWER AND WATER UTILITY

1. OPERATIONS

Salaries & Wages 120,000

Other Expenses 120,000

Cape May County MUA 300,000

2. DEBT SERVICE

Interest on Bonds 65,000

3. STATUTORY EXPENDITURES

FICA 7,000

Unemployment Insurance 1,000

GRAND TOTAL SEWER AND WATER \$613,000

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2014

Borough Clerk

The above resolution approved this day of....., 2014

Mayor

Offered by

.....

E

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION PROVIDING TEMPORARY APPROPRIATIONS FOR THE YEAR 2014

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

WHEREAS, the date of this Resolution is within the first 31 days of January, 2014 and

WHEREAS, 26.25% of the total appropriations in the year 2013 budget, exclusive of any appropriation made for the relief of the poor and interest and redemption charges in the 2013 budget is the sum of \$2,698,390.81 for current expenses; and \$560,182.88 for the dedicated section of the Water and Sewer Budget which is more than the amount required, now

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

1. GENERAL GOVERNMENT

General Administration	
Salaries & Wages	24,000
Other Expense	10,000
Mayor and Council	
Salaries & Wages	17,000
Other Expenses	4,000
Municipal Clerk	
Salaries & Wages	40,000
Other Expenses	8,000
Financial Administration	
Salaries & Wages	37,000
Other Expenses	17,000
Assessment of Taxes	
Salaries & Wages	13,500
Other Expense	4,500
Collection of Taxes	
Salaries & Wages	15,000
Other Expense	3,500
Legal Services & Costs	
Other Expense	35,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 2

RESOLUTION

Engineering Services	
Other Expenses	7,000
Construction Code Official	
Salaries & Wages	47,000
Other Expenses	3,000
Zoning Board Costs	
Salaries & Wages	9,500
Other Expenses	3,500
Planning Board	
Salaries & Wages	4,000
Other Expenses	9,000
Insurance	
Group Insurance	350,000
Other Insurance	120,000
2. PUBLIC SAFETY	
Fire	
Other Expense	53,000
Police	
Salaries & Wages	400,000
Other Expense	25,000
Prosecutor	
Salaries & Wages	5,000
Uniform Fire Code Official	
Salaries & Wages	24,500
Other Expenses	3,100
Office of Emergency Management	
Salaries & Wages	4,000
Other Expenses	2,000
Municipal Court	
Salaries & Wages	36,000
Other Expenses	4,000
Natural Resources	
Other Expenses	12,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY
Page 3

RESOLUTION

3. PUBLIC WORKS

Public Works	
Salaries & Wages	200,000
Other Expenses	35,000
Solid Waste Collection	
Salaries & Wages	150,000
Other Expenses	50,000
Public Buildings and Grounds	
Other Expenses	40,000

4. HEALTH AND WELFARE

Board of Health	
Salaries & Wages	100
Other Expense	700
Dog Regulation by Contract	6,000
Safety Compliance	7,000

5. RECREATION AND EDUCATION

Beach	
Salaries & Wages	5,000
Other Expense	16,000
Parks & Playgrounds	
Salaries & Wages	20,000
Other Expense	15,000
Special Events	
Salaries & Wages	10,000
Tourism	
Other Expenses	25,000

6. UNCLASSIFIED

Utilities	
Electricity	40,000
Street Lighting	30,000
Telephone	20,000
Gasoline	50,000
Statutory Expenditures	
Social Security	100,000
Unemployment Compensation Insurance	10,000

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

Page 4

RESOLUTION

8. OPERATIONS EXCLUDED FROM CAP

9. MUNICIPAL DEBT SERVICE

Interest on Bonds	240,000
Capital Improvement Fund	75,000
GRAND TOTAL GENERAL GOVERNMENT	2,494,900

SEWER AND WATER UTILITY

1. OPERATIONS	
Salaries & Wages	120,000
Other Expenses	120,000
Cape May County MUA	300,000
2. DEBT SERVICE	
Interest on Bonds	65,000
3. STATUTORY EXPENDITURES	
FICA	7,000
Unemployment Insurance	1,000
GRAND TOTAL SEWER AND WATER	\$613,000

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

K

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the official depositories of the Borough of Stone Harbor funds for the year 2014, are Sturdy Savings Bank, New Jersey Cash Management Fund, PNC Bank, Cape Savings Bank, Bank of America, TD Bank, Sovereign Bank, First Bank of Sea Isle City and MBIA Municipal Investors Service Corporation.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

6

RESOLUTION

BE IT RESOLVED, by the Mayor and Council of the Borough of Stone Harbor, New Jersey, that the Director of Finance/CFO be and he is hereby appointed to be the person required to make or cause to be made by the persons having knowledge thereof, the certification of the receipt of materials, supplies and equipment of the services rendered on all vouchers for payment of Municipal Funds as required by 40A:5-16 for the year 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, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

H

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, by a directive from the County Board of Taxation pursuant to N.J.A.C. 18:12A-1(c), all tax appeals submitted to the Cape May County Board of Taxation by the Tax Collector, Tax Assessor, or Solicitor on behalf of the Borough of Stone Harbor must be authorized by Resolution of Borough Council for the Tax Year 2014; and,

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

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

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

5

RESOLUTION

**A RESOLUTION TO TRANSFER 2013 REAL ESTATE
TAX PAYMENTS TO 2014**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that upon recommendation of the Tax Collector, the overpayments for the year 2013 be transferred to 2014 (with the exception of overpayments and underpayments of \$10.00 or less which are hereby cancelled by the authority of State Statute).

Offered by Secoded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

K

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**AUTHORIZING CONTRACTS BELOW THE BID LIMIT WITHOUT
PUBLIC ADVERTISING**

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

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

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

NOW, THEREFORE, BE IT RESOLVED on January 7, 2014 by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the appropriate Borough officials are hereby authorized and empowered to enter into contracts for the performance of work or the furnishing or hiring of materials or supplies, in amounts less than \$36,000 as of this date, without the necessity of public bidding, in accordance with the Borough's regulations and guidelines.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor



BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING SMALL CONTRACTS WITHOUT SOLICITING COMPETITIVE QUOTATIONS

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

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

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

NOW, THEREFORE, BE IT RESOLVED on January 7, 2014 by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that such contracts in the aggregate in the amount of \$5,400 or less may be awarded as of this date by the contracting agent without obtaining competitive quotations.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor



BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

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

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

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

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

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

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

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That, as required by law, having been nominated by the Mayor of the Borough of Stone Harbor, Michael J. Donohue, Esquire, of Blaney & Donohue, P.A., be and hereby is appointed Municipal Attorney/Municipal Prosecutor for the Borough of Stone Harbor in accordance with and under the terms of a contract for professional services, which includes provisions for litigation and representation of the Tax Assessor and other extraordinary matters, which is on file with the Borough Clerk for public review, for a term of one year, said term commencing on January 7, 2014 and continuing until the reorganization meeting of the Borough in 2015 or in accordance with law.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

**CONTRACT FOR PROFESSIONAL SERVICES:
Municipal Attorney**

THIS AGREEMENT, made on this 7th day of January 2014, by and between **THE BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey, having its principal office at 9508 Second Avenue, Stone Harbor, New Jersey, 08247, hereinafter referred to as the “Borough”, and **MICHAEL J. DONOHUE, ESQUIRE**, of Blaney & Donohue PA, 3200 Pacific Avenue – Suite 200, Wildwood, New Jersey 08260, hereinafter referred to as “Attorney.”

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

1. Michael J. Donohue, Esquire, shall serve as Borough Solicitor, the Municipal Attorney for the Borough of Stone Harbor, which shall include the position of Municipal Prosecutor, and shall perform all legal services required by the Borough as set forth in the applicable New Jersey Statutes, Borough Ordinances, Resolutions and/or job description, and all other legal services required by the Borough within the legal expertise of Michael J. Donohue, Esquire, and/or attorneys of the firm Blaney & Donohue, PA, or any successor firm, recognizing that although this is technically a part-time position, the commitment of time to the Borough is significant and requires diligence and extraordinary availability. The Borough Solicitor, as required by law, represents the entire Borough and not the interests of any particular elected official, officer or employee.
2. Attorney promises and agrees not to assign, transfer or otherwise dispose of his rights or responsibilities under this contract, or any part thereof, to anyone who is not qualified and employed by the Law Offices of Blaney & Donohue, PA, without first obtaining the appointment of such special counsel, conflict or substitute attorney by Resolution of the Borough Council, except that Attorney may provide for substitute counsel to attend Borough Council meetings in the event of an emergency or other unavoidable absence of Attorney, such counsel to be compensated, not by the Borough, but by Attorney.
3. This contract commences as of the Borough Reorganization Meeting of January, 2014, and shall continue for a period of approximately one year, terminating with the Annual Reorganization Meeting of the Borough in January of 2015, unless the Borough shall fail to appoint a Solicitor at that time, in which case Attorney shall continue in this position under the terms hereof until reappointed or replaced.
4. Attorney promises and agrees to perform duties and services of Municipal Attorney for the Borough in consideration of an annual stipend in the amount of \$53,825.00, payable in monthly installments on or before the 15th of each month, Attorney will perform the following functions on an on-call and as needed basis:
 - (a) To attend regular and special meetings of the Borough Council;
 - (b) To prepare Resolutions and Ordinances as necessary;

- (c) To receive, review and respond to, in consultation with the Borough, on matters of law, all correspondence pertaining to the Borough's day-to-day operations and all questions from the Borough Council, Mayor and Administrator and such other Borough officers, employees and agents in consultation with the Borough Administrator;
 - (d) To review agenda items for legal issues and advise as to applicable privileges and/or legal requirements relevant to such items;
 - (e) To assist the Borough Clerk in her duties under the Open Public Records Act, unless such assistance is approved by the Borough Administrator as an extraordinary service as detailed at #5, below.
 - (f) To review, research and render such written and/or verbal legal opinions as the Borough may require on matters related to the day-to-day operation of the Borough;
 - (g) To review as to form and sufficiency, all documents related to the public bidding process for individual projects and render an opinion thereon for purposes of awarding or rejecting bids;
 - (h) To field and respond to questions of land use law from the Zoning Officer;
 - (i) To keep abreast of current legal changes and issues affecting the Borough of Stone Harbor and to make recommendations to the Borough with regard to same;
5. Extraordinary Services Outside of Salaried Position: In the event that Attorney is called upon to carry out services on behalf of the Borough in addition to those detailed at #4, above, including but not limited to labor and personnel matters, preparation of real estate documents including deeds and easements for the Borough of Stone, legal research projects or other legal matters within the capabilities of the attorneys of Blaney & Donohue, PA, extraordinary consultations with internal and outside professionals and/or agencies, dealings with the media on legal or other issues, attendance and/or participation at extraordinary meetings, hearings, information sessions on behalf of the Borough and/or assisting the Administrator in extraordinary matters outside of the day-to-day operation of the Borough, Attorney, to the extent possible, shall submit an outline of such services, along with a purchase order for same, to the Borough Administrator and, subject to approval of same in accordance with Borough policy, shall be compensated for such extraordinary services at the rate of \$145.00 per hour, together with reimbursement for reasonable associated costs, if any.
6. Litigation: Attorney shall be litigation counsel for the Borough and shall handle all aspects of general litigation that is not assigned to the ACMJIF or other attorney(s) and shall, under this section, serve as liaison between the Borough and any and all other legal professionals representing the Borough. Attorney shall be compensated at the rate of \$145.00 per hour in fees and shall be reimbursed for all reasonable and associated costs and expenses for all litigation related work. Litigation shall be deemed commenced upon the Borough being informed by a potential adversary of circumstances that may lead to suit against the Borough or by the Borough instructing

- Attorney to proceed in a matter that may lead to litigation. Attorney shall submit a purchase order with estimated litigation costs.
7. Tax Appeals: As required by law, Attorney shall be designated as the Attorney for the Tax Assessor in any tax appeal matters and shall be compensated as for litigation.
 8. Municipal Prosecutor: Attorney, or in Attorney's discretion and as needed, other attorneys of the firm of Blaney & Donohue, PA, shall also serve as the Municipal Prosecutor for the Borough of Stone Harbor. Attorney shall be compensated for service as Municipal Prosecutor by payment of an annual stipend in the amount of \$19,721.00 to be paid in monthly installments as for the stipend payable for the position of Municipal Attorney.
 9. Legal Resources: Attorney may request by purchase order any such legal resources that Attorney may deem necessary to adequately represent the interests of the Borough of Stone Harbor, which resources, including reference books and seminars, shall not exceed an aggregate cost of \$1000.00 per year, unless authorized by Resolution of the Borough Council.
 10. Borough Obligation: The Borough of Stone Harbor, its elected officials, officers, agents and employees shall cooperate fully with Attorney in the performance of his duties, and shall, upon request, supply Attorney with any and all documentation or information requested and shall be available to Attorney upon reasonable notice for purposes of legal consultation on matters related to Attorney's representation of the Borough of Stone Harbor.
 11. Anti-Discrimination Provision: This contract is entered into under and subject to the affirmative action and anti-discrimination laws and regulations of the State of New Jersey. Attorney, by execution of this agreement, certifies that Attorney is in compliance with same and further that the Attorney is an Attorney in Good Standing of the State of New Jersey and maintains an adequate policy of professional liability insurance. A form containing the required affirmative action/non-discrimination language is attached hereto, made a part hereof by reference and executed simultaneous with this contract.
 12. Political Contribution Disclosure. This contract has been awarded to Attorney based on the merits and abilities of Attorney to provide the goods or services as described herein. This contract was not awarded through the "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Attorney, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Stone Harbor if a member of that political party is serving in an elective

public office of the Borough of Stone Harbor when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Borough of Stone Harbor when the contract is awarded. Attorney further acknowledges that he and the law firm are in compliance with the Borough's "pay-to-play" ordinance.

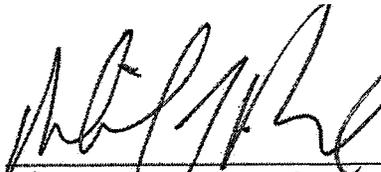
13. Choice of Forum: This contract shall be governed by the laws of the State of New Jersey and any and all disputes arising hereunder shall be venued in the Superior Court of New Jersey, Cape May County, and/or the United States Federal Court in Camden, New Jersey.

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

In witness whereof and intending to be bound by the terms hereof, the authorized representatives of the parties have hereunto set their signatures effective the 7th day of January, 2014.

For the Borough of Stone Harbor

For Michael J. Donohue, Attorney at Law



Michael J. Donohue

Suzanne M. Walters, Mayor

Attest:

Suzanne Stanford, Borough Clerk

N

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

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

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

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

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

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That the Mayor is Directed to forthwith execute on behalf of the Borough of Stone Harbor the attached contract for professional services in accordance with this resolution providing for the retention of Hawkins, Delafield & Wood as Bond Counsel to the Borough of Stone Harbor. The letter of Mr. Beinfield dated December 5, 2013, is attached hereto for reference only and is not part of the contract.
3. That the aforementioned contract is awarded without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law and is entered into under and subject to the equal opportunity, anti-discrimination and affirmative action laws and regulations of the State of New Jersey, which are hereby incorporated by reference.
4. That a notice of the letting of the within contract be published in accordance with law within ten (10) days of its passage in an official paper of the Borough as designated in accordance with law.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor



A NEW YORK LIMITED LIABILITY PARTNERSHIP

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

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

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

NEWARK
NEW YORK
WASHINGTON
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND

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

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

December 5, 2013

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

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

Dear Sue:

Thank you for your e-mail this morning relating to our anticipated appointment as bond counsel for the year 2014. Set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2014 contains no increases from our 2013 fee schedule and is identical to the fee schedule that has been in effect for the last several years**

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

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

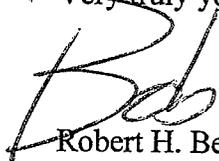
667389.11 030792 MRK

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

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

With best regard, I am

~~Very truly yours,~~



Robert H. Beinfield

RHB:cls
Enclosures
Federal Express

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated this _____ day of January, 2014, by and between the Borough of Stone Harbor, in the County of Cape May, New Jersey (the “Borough”), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark (“Hawkins”),

WITNESSETH:

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

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

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

Section 2. The Borough agrees to pay Hawkins for the services enumerated above the customary and usual reasonable fees for rendering said services, taking into account the nature of the work, the time involved, the effort expended, the responsibility involved and the results obtained. Such fee shall be calculated as set forth in the letter of Hawkins dated December 5, 2013 which is attached hereto and made a part hereof. In the event that there are unusual or extraordinary services rendered over and above what is customary, then and in such event, an additional reasonable fee will be allowed for such extraordinary work.

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

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

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

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

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

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

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

By _____
Name: Suzanne M. Walters
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By _____
Name: Robert H. Beinfield
Title: Partner

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

HAWKINS DELAFIELD & WOOD LLP



Robert H. Beinfield
Partner

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

0

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that a contract be and it is hereby awarded to Michael A. Sorensen, Esq. as the Public Defender for the Stone Harbor Municipal Court at a fee of \$3,500.00, total, for the year 2014, regardless of the number of cases assigned by the Court.

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

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

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

BOROUGH OF STONE HARBOR

Michael A. Sorensen, Esq.

Suzanne M. Walters, Mayor

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES OF LABOR RELATIONS COUNSEL

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

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

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

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

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

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

1. Lawrence Pepper, Jr. and Gruccio, Pepper, DeSanto & Ruth, P.A. of Vineland, New Jersey is hereby retained as a professional labor negotiator to provide specialized services in the field of collective bargaining negotiations, personnel administration, and employer-employee relations. The said professional services to be received shall be "as directed" by the Borough of Stone Harbor from time to time.
2. The Mayor and Borough Clerk are hereby authorized and directed to enter into a contract with Lawrence Pepper, Jr. and Gruccio, Pepper, DeSanto & Ruth, P.A. for specialized professional services in the field of collective bargaining negotiations, personnel administration, and employer-employee relations, as aforesaid, for a term commencing upon the date of execution of the contract, a copy of which is attached hereto, and expiring on January 1, 2015 which contract shall provide for payment at the hourly rate of One Hundred Forty Five Dollars (\$145.00) Dollars per hour.
3. This contract is awarded without competitive bidding as a professional service in accordance with the provisions of the Local Public Contracts Law aforesaid and shall be in a form approved by the Borough. The preamble of the Resolution is hereby incorporated by reference as if set forth here at length.
4. This Resolution and a copy of the contract for professional services shall be maintained on file in the offices of the Borough of Stone Harbor for public inspection.
5. A copy of this Resolution shall be published in the local newspaper designed by the Borough as required by law, within ten (10) days of its passage.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

Borough Clerk

The above resolution approved this day of....., 2014

Mayor

Law Offices

GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.

JAMES J. GRUCCIO, SR. ♦
LAWRENCE A. PEPPER, JR.
ROBERT A. DE SANTO ♦
JOSEPH E. RUTH ♦
STEPHEN D. BARSE
A. STEVEN FABIETTI

817 East Landis Avenue
P.O. Box 1501
Vineland, New Jersey 08362-1501
Phone 856-691-0100
Fax 856-691-3302

WALTER F. GAVIGAN
NICOLE J. CURIO
JOHN R. DOMINY
ROBERT C. LITWACK+
LEE J. HUGHES●

♦Certified by the Supreme Court of
New Jersey as a Civil Trial Attorney

JAMES J. GRUCCIO, JR.
Counsel to the Firm

+LL.M. (Taxation)
●Certified by the Supreme Court of
New Jersey as a Criminal Trial Attorney

December 10, 2013

Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247
Attn: Suzanne Stanford, Borough Clerk

Dear Ms. Stanford:

Enclosed herewith please find original and copy of Agreement for Professional Services for Gruccio, Pepper, De Santo & Ruth, PA for 2014. If the Agreement is in order, please have this Agreement executed and forward to me a fully executed copy.

Best wishes for a Happy and Healthy New Year.

Very truly yours,


Lawrence A. Pepper, Jr.

LP/lm
encs.

THIS AGREEMENT made and entered into this _____ day of _____, 2014,

by and between:

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. The execution of this contract has been authorized on behalf of the Borough of Stone Harbor by Resolution No. _____ dated _____, 2014.

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

BOROUGH OF STONE HARBOR

ATTEST:

By: _____



LAWRENCE A. PEPPER, JR.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



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



BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

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

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

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

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

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

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

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

1. That Glen J. Ortman, a Registered Municipal Accountant, of Ford, Scott, & Associates, L.L.C. is hereby appointed auditor for the Borough of Stone Harbor for the year ending December 31, 2014.
2. That the Mayor is authorized and directed for forthwith execute on behalf of the Borough of Stone Harbor a contract for Professional Services, such contract being under and subject to the provisions of the affirmative action and antidiscrimination laws and regulations of the State of New Jersey and that the Auditor be paid for his services at a fair and reasonable amount, said amount not to exceed \$40,000 as evidenced by a Certification from the Chief Financial Officer attached hereto.
3. That a copy of this resolution shall be published in the Cape May County Herald as required by law within 10 days of its adoption.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

5

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**Authorizing the Mayor to Sign
Professional Services Agreement, Wetlands Institute**

WHEREAS, the Wetlands Institute , 1075 Stone Harbor Boulevard, Stone Harbor, N.J. 08247 has proposed an Agreement in which the Wetlands Institute will furnish environmental restoration, management coordination and advice for managing Borough natural areas; and

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Proposal, a copy of which is attached hereto and in consideration will pay the Wetlands Institute \$15,000, made in four (4) equal payments as per Agreement with additional services assessed on a project by project basis; and

WHEREAS, and the Chief Financial Officer has certified that funds are available.

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 M. Walters be and hereby is authorized to sign the attached Agreement from Wetlands Institute on this 17th day of December, 2013.

Offered by Seconded by.....

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

.....
Borough Clerk

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

.....
Mayor



1075 Stone Harbor Boulevard
Stone Harbor, NJ 08247
(609) 368-1211 Fax (609) 368-3871
www.wetlandsinstitute.org

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between The Wetlands Institute ("TWI") and The Borough of Stone Harbor (Borough) for the furnishing of environmental restoration and management coordination and advice managing Borough natural areas ("Services").

1. SCOPE OF SERVICE

TWI agrees to provide the following Services to the Borough.

- a) Coordinate restoration and natural areas maintenance at the Stone Harbor Bird Sanctuary;
- b) Advise on management strategies and programs at Stone Harbor Point in accordance with the approved conservation plan; and
- c) Provide input into dredge material removal and disposal at Borough Confined Disposal Facilities.

2. TERM

This Agreement is effective beginning on 1/1/2014 and shall remain in effect until 12/31/2014.

3. COMPENSATION

In consideration for TWI providing Services to the Borough, Borough agrees to pay TWI \$15,000. Additional services related to project development, management, analyses, and reporting shall be assessed on a project by project basis. Payment shall be made in four equal payments on 1/31/2014, 4/30/2014, 7/31/2014, and 10/31/2014 upon provision of an invoice to the Borough.

4. RELATIONSHIP OF THE PARTIES

TWI is an independent contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent between TWI and Borough.

5. INDEMNIFICATION

To the extent not otherwise covered by insurance, TWI agrees to protect, indemnify, defend and hold Borough and their respective officers, members, employees, and agents, successors and assigns, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, fines, penalties, judgments, assessments, damages, costs and expenses (including but not limited to reasonable attorneys' fees and expenses), liens and encumbrances accruing, based upon, resulting from or directly or indirectly arising out of losses or damages to Borough caused by the negligence, gross negligence or intentional acts of TWI, its agents, employees, independent contractors, officers or directors.

A not-for-profit education and research organization studying, preserving and protecting wetlands and coastal ecosystems

6. GOVERNING LAW

This Agreement and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of New Jersey.

7. COMPLIANCE

TWI and Borough understand that this Agreement may be subject to certain laws and regulations pertaining to public records, conflict of interest, record keeping etc. TWI and Borough agree to comply with and observe all applicable federal, state, and local laws, codes and ordinances, as they may be amended from time to time.

8. ASSIGNABILITY

TWI and Borough shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent.

9. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between TWI and Borough pertaining to the matters contemplated above and may be amended or modified only by written instrument signed by both TWI and Borough.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following date:

DATED: 11/14/2013

Lenore P. Tedesco

Digitally signed by Lenore P. Tedesco
DN: cn=Lenore P. Tedesco, o=Wetlands
Institute, ou=Executive Director,
email=ltesesco@wetlandsinstitute.org, c=US
Date: 2013.12.09 12:32:51 -05'00'

Name: _____

Title/Organization: Executive Director

Name: _____

Title/Organization: _____

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AWARDING PROFESSIONAL SERVICES CONTRACT FOR BEACH PROFILE SURVEY

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

WHEREAS, the Borough of Stone Harbor requires specialized expert services in connection with an integrated study of shoreline changes in Stone Harbor; and

WHEREAS, the Richard Stockton College of New Jersey Coastal Research Center headed by Stewart C. Farrell, Ph.D., has agreed to continue the semi-annual survey monitoring of the municipal shoreline at 8 locations between 82nd and 123rd Street, as outlined in a proposal entitled "Proposal to Survey 8 Beach Profiles Semi-Annually in 2014 as part of a study of shoreline changes in Stone Harbor" made a part hereof by reference and on file with the Borough Clerk, with a project cost of \$ 13,757.84, a contingency meeting cost of \$1,318.14 and a contingency for emergency survey work of \$8,290.82; and

WHEREAS, funds are available for award of this contract as evidenced by the Chief Financial Officer's certification of funds attached hereto;

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, duly assembled in public session this 7th day of January, 2014, 2012, that a contract be and it is hereby awarded to Richard Stockton College Coastal Research Center/Stewart C. Farrell, Ph.D., to do a survey; and

BE TI FURTHER RESOLVED that this Resolution, the incorporated proposal and the mandatory affirmative action and anti-discrimination language shall constitute the contract and that the Mayor and Clerk be and are hereby authorized and directed to execute said contract on behalf of the Borough.

BE IT FURTHER RESOLVED that the statutory language required by N.J.S.A. 10:2-1 and 10:5-33 shall be executed by the contractor as a condition of award and shall be part of the contract.

BE IT FURTHER RESOLVED that notice of the letting of this contract be published in accordance with law.

Contractor

For the Borough of Stone Harbor

Dr. Stewart C. Farrell, Ph.D. Date

Suzanne M. Walters, Mayor Date

Attest

Suzanne C. Stanford, Clerk

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, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

RICHARD STOCKTON COLLEGE COASTAL RESEARCH CENTER

**PROPOSAL TO SURVEY 8 BEACH PROFILES SEMI-ANNUALLY IN 2014
AS PART OF A STUDY OF SHORELINE CHANGES IN STONE HARBOR**

TASK 1 – SURVEY STONE HARBOR BEACHES SEMI-ANNUALLY IN 2014

Collect Field Data	\$ 7,044.60
Travel	\$ 160.00
Equipment Use Fee	\$ 330.00
Expendable Supplies	\$ 100.00
Data Analysis	\$ 1,726.25
Interim Letter	\$ 1,293.70
Final Report	\$ 3,103.29

TOTAL TASK 1 \$13,757.84

GRAND TOTAL **\$13,757.84**

CONTINGENCY MEETINGS

This task is designed to have funds available for unforeseen emergency meetings at the request of a municipal official.

Salaries	\$ 1,238.14
Travel	\$ 80.00

CONTINGENCY MEETINGS TOTAL \$ 1,318.14

CONTINGENCY FOR EMERGENCY SURVEY

The governing body would have to specifically authorize any or all contingency tasks prior to undertaking any such work under this section.

<i>Collect Field Data (immediately following storm event)</i>	\$ 3,729.49
<i>Travel</i>	\$ 80.00
<i>Equipment Use Fee</i>	\$ 430.00
<i>Expendable Supplies</i>	\$ 200.00
<i>Data Analysis</i>	\$ 1,261.95
<i>Final Report</i>	\$ 2,589.38

TOTAL FOR CONTINGENCY WORK \$ 8,290.82

R S C

RICHARD STOCKTON COLLEGE OF NEW JERSEY

MEMORANDUM

TO:	Ms. Jill Gougher, Administrator, Borough of Stone Harbor
FROM:	Stewart Farrell
SUBJECT:	New Contract Guidelines for All Future Contracts
DATE:	December 9, 2013

The Richard Stockton College of New Jersey Office of Fiscal Affairs has informed us that any of our new contracts need to have specific information written within the contract. All new contracts need to include:

- Total dollar amount that has been approved.
- Billing instructions (Monthly, Quarterly, Task Based, or Completion Based).
- State that the contract will cover expenses for meetings or expenses incurred to obtain contracted work (so if a meeting occurred before the signing of the contract, we have permission to bill for it).
- If FEMA (Federal Emergency Management Agency) is mentioned within a billing, that the bill will be paid by municipal funds, regardless if the bill is subject to a reimbursement from FEMA.

Please let me know if you have any questions.

Sincerely,



Dr. Stewart Farrell
Executive Director, Coastal Research Center

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

u

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

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, that the organizations listed below shall be exempt from all water & sewer charges for the year 2014.

Account

<u>Number</u>	<u>Owner</u>
00625 & 07040	Evangelical Lutheran Church
07370 & 07390	Stone Harbor Board of Education
08020	St. Mary's Episcopal Church
08860	Stone Harbor Women's Civic Club
11981 & 11990	St. Brendan the Navigator Parish
19945	Immaculate Heart of Mary, Villa Maria (Rectory)
21150	Stephen C. Ludlam Post 331 (American Legion)

BE IT FURTHER RESOLVED that the aforementioned organizations shall not be exempt from charges for irrigation system water usage; and

BE IT FUTHER RESOLVED that the Utilities Collector shall be governed with regard to those organizations by this Resolution and shall handle the above mentioned accounts accordingly.

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, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 7th day of January, 2014 as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the attached forms of Standing Order and Waiver are hereby accepted for 2014 in accordance with Ordinance 1246 (§290).

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

STONE HARBOR VOLUNTEER FIRE COMPANY #1
STANDING ORDER

TO: ALL MEMBERS OF THE STONE HARBOR FIRE COMPANY
FR: CHIEF; PRESIDENT
RE: STIPENDS
DT: JANUARY 3, 2006

AS APPROVED BY THE COMPANY, BE ADVISED THAT, EFFECTIVE UPON THE ADOPTION OF AN ENABLING RESOLUTION BY THE STONE HARBOR BOROUGH COUNCIL, QUALIFYING VOLUNTEERS SHALL BE ENTITLED TO STIPENDS AS FOLLOWS:

STIPENDS FOR VOLUNTEERS PERFORMING EMS FUNCTIONS

There shall be paid a monthly stipend in the amount of \$400.00 each EMS volunteer of the Stone Harbor Volunteer Fire Company who is properly qualified and who satisfies the following requirements:

- A. In order to receive a stipend the individual must be an active EMS volunteer, with EMT certification, prior to being eligible to start earning the stipend.
- B. A minimum number of shifts per month, as determined at the monthly scheduling meeting, is required in order to be eligible for the stipend. The EMS stipend program shall be limited to 20 members receiving the highest stipend amount. In the event that the number of EMS personnel with qualifying participation percentages of over 65% exceeds 20 members, the Fire Chief shall report same to the Public Safety Committee and make recommendations as he deems appropriate.
- C. Any member resigning from the Stone Harbor Volunteer Fire Company or changing status so as not to meet the minimum requirements before the end of any monthly period shall forfeit any stipend for which he/she may otherwise be eligible.
- D. Any member who fails to report, unless otherwise approved by the Chief, for an assigned shift shall forfeit the stipend for that month.
- E. Members cannot place themselves in the scheduling book after the official schedule has been compiled unless same has been approved by the Fire Chief or his designee.
- F. Should a member miss a regularly scheduled shift, unless same has been approved by the Fire Chief or his designee, the member shall be subject to suspension.
- G. All members who qualify for the stipend will receive an appropriate IRS statement for income tax purposes. Members shall not be considered employees of the Borough of Stone Harbor and shall execute an appropriate waiver of such status and any and all emoluments of same, including but not limited to salary and pension. Unless otherwise agreed, all members are responsible for their individual expenses associated with their volunteer service.
- H. Members taking more than the minimum number of shifts within any given month shall not be entitled to more than the set stipend amount.
- I. Any member who is on a medical leave of absence for a medical condition related to volunteer EMS service on behalf of the Borough will receive a prorated stipend based on the number of shifts he/she completed prior to the commencement of the leave during that month.
- J. The Fire Chief or his designee shall be required on the first of each month to provide to the Borough Administrator and Chief Financial Officer documentation from the previous month indicating the number of volunteers qualifying for the EMS stipend; their names; the number of shifts they have completed and the total number of calls responded to during the month. Stipends will then be paid by the Borough on third Friday of the month such documentation is submitted after approval by motion of the Borough Council.

STIPENDS FOR VOLUNTEERS PERFORMING FIRE SERVICE

There shall be paid a monthly stipend to volunteer firefighters, for proportionate reimbursement and cost offset, in accordance with the following schedule based upon the percentage achieved of total monthly Fire Company calls, including drills, meetings, training, and special events, attended by individual firefighters:

0% to less than 25%	\$ 00.00
25% to less than 35%	\$ 50.00
35% to less than 45%	\$ 75.00
45% to less than 55%	\$100.00
55% to less than 65%	\$150.00
65% or over	\$250.00

- A. In order to qualify for the stipend, a volunteer fire fighter must be a member in good standing with the Stone Harbor Volunteer Fire Company.
- B. Payments by the Borough shall be made on a monthly basis.
- C. The Fire Chief or his designee shall be required on the first of each month to provide to the Borough Administrator and Chief Financial Officer documentation from the previous month indicating the number of volunteers qualifying for the Fire stipend; their names; the number of shifts they have completed and the total number of calls responded to during the month. Stipends will then be paid by the Borough on third Friday of the month such documentation is submitted after approval by motion of the Borough Council.
- D. Any member who is physically unable to respond due to a medical condition related to volunteer fire service on behalf of the Borough will receive a stipend based on the percentage of calls responded to prior to or after such period of time the firefighter is unable to respond during that month.
- E. The Fire Company stipend program shall be limited to 25 members receiving the highest stipend amount. In the event that the number of members with qualifying participation percentages of over 65% exceeds 25 members, the Fire Chief shall report same to the Public Safety Committee of Borough Council and make such recommendation as he deems appropriate.
- F. All firefighters who qualify for the stipend will receive an appropriate IRS statement. Unless otherwise agreed, all members are responsible for their individual expenses associated with their volunteer service. Firefighters shall not be considered employees of the Borough of Stone Harbor and shall execute an appropriate waiver of such status and any and all emoluments of same, including but not limited to salary and pension.

IN ORDER TO RECEIVE STIPENDS, YOU MUST EXECUTE THE ATTACHED WAIVER.

Roger Stanford, Chief

Samuel Wierman, President

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING PARTICIPATION IN CAPE MAY COUNTY LITTER ABATEMENT PARTNERSHIP PROGRAM FOR 2014

WHEREAS, the Cape May County Municipal Utilities Authority has adopted a Litter Abatement Partnership Program for 2014; and

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

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Borough of Stone Harbor is hereby authorized to participate in the Cape May County Litter Abatement Partnership Program for 2014 as established by the Cape May County Municipal Utilities Authority.

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

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

The schedule for these collection services must be established and provided to the Authority prior to being eligible for any benefits under this program. The dates for 2014 have been set for Monday, March 10th, Monday, May 5th, Monday, September 22nd, and Monday, October 27th.

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

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

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

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

BE IT FURTHER RESOLVED that the Borough of Stone Harbor, by the adoption of this Resolution, becomes eligible to participate in the Litter Abatement Partnership for 2014 during the period of January 1, 2014 to 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, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor



Borough of Stone Harbor
Department of Public Works

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

Tuesday, December 3, 2014

MEMO

To: **Suzanne Stanford**, Borough Clerk
Grant Russ, Director
Craig Reeves, Supervisor, Solid Waste
Lawrence Eppright, Foreman Solid Waste
Francisco Tirado, Supervisor
Rebecca Hand, Secretary

From: **Lisa Cresse**, Administrative Assistant
Department of Public Works

Schedules for 2014:
Litter Abatement/Bulk Scheduled Dates &
Solid Waste/Recycle Winter/Summer Scheduled Dates

2014 Litter Abatement/Bulk Pickup Days:

Monday, March 10th, 2014
Monday, May 5th, 2014
Monday, September 22nd, 2014
Monday, October 27th, 2014

Below, please find the schedule for Solid Waste/Recycle Winter/Summer Schedule for the Year 2014:

Winter Schedule	01/01/2014 through 06/14/2014
Summer Schedule	06/15/2014 through 09/13/2014
Winter Schedule	09/14/2014 through 12/31/2014

"The Seashore at its Best"

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND RESOLUTION APPOINTING FUND COMMISSIONER

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

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

WHEREAS, the Borough Council recommends the appointment of James G. Nicola as Fund Commissioner and _____ as Alternate Fund Commissioner for the year 2014.

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....

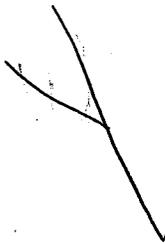
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

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

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

WHEREAS, the Mayor has offered for appointment to said position for 2014, James Nicola, the Chief Financial Officer of the Borough; and

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

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2014

.....
Borough Clerk

The above resolution approved this day of....., 2014

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

1

RESOLUTION

ADOPTING A CASH MANAGEMENT PLAN FOR THE BOROUGH OF STONE HARBOR

WHEREAS, N.J.S.A. 40A: 5-14 provides that each municipality shall adopt a Cash Management Plan and shall deposit its funds pursuant to that plan, which plan shall include the designation of the depositories, and management of cash to assure the investment of the municipality's funds in interest bearing accounts; and

WHEREAS, a Cash Management Plan for the Borough of Stone Harbor has been prepared, based upon information supplied to the Borough's Chief Financial Officer from the Borough Auditor's; and

WHEREAS, the Mayor and Members of Council have reviewed the attached Cash Management Plan for the Borough of Stone Harbor and believe that it will be in the best interest of the Borough that said plan be adopted by the governing body.

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 attached Cash Management Plan for the Borough of Stone Harbor is hereby adopted for the year 2014.

BE IT FURTHER RESOLVED that hence forth the Borough's money shall be deposited and invested, and otherwise handled pursuant to the Cash Management Plan hereby adopted.

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, 2014

.....

Borough Clerk

The above resolution approved this day of....., 2014

.....

Mayor

CASH MANAGEMENT PLAN OF THE BOROUGH OF STONE HARBOR IN THE COUNTY OF CAPE MAY

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Borough of Stone Harbor, pending the use of such funds for the intended purposes.

The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Borough of Stone Harbor:

General Funds

Capital Funds

Trust Funds

Utility Funds

Utility Capital Fund

III DESIGNATION OF OFFICIALS OF THE BOROUGH OF STONE HARBOR
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of the Borough of Stone Harbor, (the "Designated Official") or his designee is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Borough of Stone Harbor are directed to supply to all depositories or any other parties with whom the Deposits of Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Sturdy Savings Bank

— PNC Bank

Cape Savings Bank

Bank of America

TD Bank

New Jersey Cash Management

MBIA Municipal Investors Service Corp.

Sovereign Bank

1st Bank of Sea Isle City

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. Authorized Investments

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to Section 1 of P.L. 1997, c.281(c.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;

- (b) the custody of collateral is transferred to a third party;
- (c) the maturity of the agreement is not more than 30 days;
- (d) the underlying securities are purchased through a public depository as defined in Section 1 of P.L. 1970, c.236 (C.17:9-41); and
- (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.

(b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c) which has:

(i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec.80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the: "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investment;
- (e) which does not permit investments in instruments that:
are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value;
and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to Section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government Securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

VI. REPORTING REQUIREMENTS.

On the first day of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the governing body of the Borough of Stone Harbor a written report of any Deposits or permitted Investments made pursuant to this Plan, Which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Borough of Stone Harbor as a Deposit or permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Borough of Stone Harbor.

VII. TERM OF PLAN

This Plan shall be in effect from January 1, 2014 to December 31, 2014. Attached to this Plan is a resolution of the governing body of the Borough of Stone Harbor approving this Plan for such period of time. The Plan may be amended from time to time, to the extent that any such amendment must be adopted by Council.

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY

ORDINANCE NO. 1433

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 2014 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	25,000	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	112,000
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	37,000
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	21,000
Fire Subcode Official	2,600	6,800
Fire/Plumbing Inspectors part time	2,600	6,600
OEM Coordinator	4,000	8,000
Senior Deputy OEM Coordinator	3,000	8,000
Building Inspector	5,000	15,000
Receptionist	15,000	35,000
Safety/Right to Know Officer	1,000	6,000
Claims Coordinator	3,000	5,000
Recreation Director	30,000	55,000

	MIN	MAX
Prosecutor	15,000	20,400
Court Administrator	48,000	80,000
Deputy Court Administrator	30,000	45,000
Judge	25,000	35,000
Lifeguard Captain	17,000	35,000
Lifeguard Lieutenant	100.00/diem	200.00/diem
Lifeguard	75.00/diem	150.00/diem
Lifeguard Bonus	6.00/diem	10.00 diem
Beach Taggers	8.25/hr	18.00/hr
Secretary/Clerk	20,000	36,000
Clerk/Typist	20,000	36,000
Mayor		11,985
	Plus \$150.00 for each approved wedding or civil union	
Council members		8,415
Hourly rated employees	8.25/hr	33.00/hr
Beach Tag Supervisor	11,000	20,000
Zoning Board Secretary	1,500	3,000
Planning Board Secretary		315 per meeting
Planning Board Employee Rep	1,200	2,000
Board of Health Secretary		89/meeting
Zoning Officer		200 per meeting
WEB Administrator	500	2,000
Recycling Coordinator	500	2,000

Section 2. That Salaries, wages and compensation shall be paid in equal bi-weekly installments.

Section 3. This Ordinance shall become effective within the time prescribed by law and shall become void immediately after December 31, 2014.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk