

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

AGENDA Regular Meeting

Tuesday, July 21, 2015 4:30 PM

**JIF PRESENTATION - Paul Miola, Executive Director of JIF -
15 minute presentation**

OLD BUSINESS

NEW BUSINESS:

- Resolution – Renew JIF Contract (1) Mastrangelo
- Resolution – Audit (2) Mastrangelo
- Resolution – Liquor License – Reeds (3) Carusi
- Resolution – Liquor License – Harbor Pub (4) Kramar
- Resolution – Chapter 159 Open Space – Chelsea Park Playground
Improvements \$600,000 (5) Davies-Dunhour
- Resolution – Chapter 159 Open Space – 82nd Street Recreation Complex
\$645,525 (6) Davies-Dunhour
- Resolution – Chapter 159 – Atlantic County Municipal Joint Insurance Fund
– Safety Grant \$1,500 (7) Kramar
- Resolution – Refund Boat Ramp Fee – Purchased Seasonal Pass, Only needed
daily \$90.00 Hurley (8) Rich
- Resolution- Refund Parking Meter Fee \$5.00 Timms (9) Lane
- Resolution – Refund Basketball Fees - Connell (10) Davies-Dunhour
- Resolution – Shared Services Renewal – Court Administrator (11) Carusi

- Motion – Addendum #2 Dredging change date for bids Original bids to be
received July 21, 2015, extended to August 4, 2015 (12) Rich
- Motion – Judy Hammerschmidt - Bird Sanctuary Committee (13) Rich
- Motion – RV prepare specifications – 82nd Street Recreation Improvements
Tennis (14) Davies-Dunhour
- Motion – RV prepare specifications - 92nd Street Well Generator (15) Lane

DISCUSSION

(1)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Borough of Stone Harbor (hereinafter the "MUNICIPALITY") is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2016 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certificate with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, be it resolved by the governing body of the MUNICIPALITY as follows:

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the MUNICIPALITY is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper of the MUNICIPALITY.

This Resolution agreed to this _____ day of _____, _____ by a vote of:
 _____ Affirmative _____ Negative _____ Abstentions

 (Municipal Official)

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution _____ adopted by the _____ in the County of _____, at a regular meeting thereof held on _____, 2015

 (Clerk)

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 Last Update: 6/8/2015

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, 2015

.....
 Borough Clerk

The above resolution approved this day of....., 2015

.....
 Mayor

(2)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, The Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Borough Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, The Local Finance board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:
General Comments
Recommendations

and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:
General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgation of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Stone Harbor hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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, 2015

.....
Borough Clerk

The above resolution approved this day of....., 2015

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(3)
WHEREAS, Shelter Haven Hospitality, Inc. License #0510-33-003-002 t/a The Reeds at Shelter Haven has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2015 to June 30, 2016; and,

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and,
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and,

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and,

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant; and

WHEREAS, a Place to Place (Expansion of Premises) Transfer Application Rider No. 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 was approved by Resolution 2015-S-76 on April 7, 2015 and submitted to the State of New Jersey, under and subject to the following conditions:

1. Alcoholic beverages shall be served upon outdoor areas newly licensed by this approval only by a server who obtains such beverages from an inside bar area.
2. There shall be no portable or fixed bar located outside in the outdoor areas newly licensed by this approval.
3. There shall be no live or recorded entertainment, including musicians, whether amplified or not, upon the outdoor areas newly licensed by this approval and no amplification of any indoor live or recorded entertainment, including musicians, onto the outdoor areas newly licensed by this approval.
4. This approval shall be conditioned upon compliance with all relevant portions of applicable local ordinances and state and federal laws and/or regulations.
5. The violation of any of these conditions shall constitute cause for suspension or revocation of this license in accordance with law.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Shelter Haven Hospitality, Inc. t/a The Reeds at Shelter Haven of 9601 Third Avenue. That said license shall become effective on July 1, 2015 and be for the one year from said date expiring at the close of business on June 30, 2016 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 2005, Borough of Stone Harbor, New Jersey.

BE IT FURTHER RESOLVED that the Borough Council has determined that it is in the best interests of the health, safety and welfare of the citizens of and visitors to the Borough of Stone Harbor to impose certain limited and reasonable conditions in order to reduce the likelihood of noise and other disruption of peace and good order, taking into consideration the prior history, before current ownership, of this area as an operating licensed establishment, which included noise associated with music and outdoor liquor service as well as the disturbance peace and good order associated with same, as well as recent complaints and concerns raised by nearby homeowners, ACCORDINGLY, the conditions imposed by the Borough via Resolution 2015-S-76, as detailed hereinabove, are reaffirmed and remain in full force and effect for this renewal period for that portion of the licensed premises referenced in Resolution 2015-S-76.

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, 2015

.....
Borough Clerk

The above resolution approved this day of....., 2015

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(4)

RESOLUTION

WHEREAS, Stone Harbor Square License LLC, #0510-33-001-011 - 261 – 265 – 96th Street has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2015 to June 30, 2016; and,

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and,
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and,

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and,

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Stone Harbor Square LLC, of 261-265 96th Street and subject to the following conditions:

- a) Approved according to the plan submitted by Thomas-Amey-Shaw Inc. 6/10/14 marked "Plan of Existing Conditions" copy attached.
- b) Licensee is responsible for the removal and disposal of its trash on a daily basis during operations under the liquor license, in addition to the removal done by Borough employees, and in order to comply with the intent, shall supply four (4) 2 ½ yard dumpsters with tight fitting lids, to be located behind the Harbor Plaza for the storage of trash and garbage.

BE IT FURTHER RESOLVED, that said license shall become effective on July 1, 2015 and be for the one year from said date expiring at the close of business on June 30, 2016 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 1982, Borough of Stone Harbor, New Jersey.

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, 2015

Borough Clerk

The above resolution approved this day of....., 2015

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

WHEREAS, NJS 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

SECTION I

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Stone Harbor, in the County of Cape May, New Jersey, hereby requests the Director of the Division of Local Government Service to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$600,000.00, which is now available as a revenue from the County of Cape May Open Space Program; And

SECTION II

BE IT FURTHER RESOLVED that a like sum of \$600,000.00 is hereby appropriated under the caption of Open Space - Chelsea Park Playground Improvements; and

SECTION III

BE IT FURTHER RESOLVED that the above is a result of a grant of \$600,000.00 from the County of Cape May Open Space Program

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, 2015

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

WHEREAS, NJS 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

SECTION I

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Stone Harbor, in the County of Cape May, New Jersey, hereby requests the Director of the Division of Local Government Service to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$645,525.00, which is now available as a revenue from the County of Cape May Open Space Program; And

SECTION II

BE IT FURTHER RESOLVED that a like sum of \$645,525.00 is hereby appropriated under the caption of Open Space - 82nd Street Recreation Complex Upgrades; and

SECTION III

BE IT FURTHER RESOLVED that the above is a result of a grant of \$645,525.00 from the County of Cape May Open Space Program

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 the day of, 2015

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(1)

RESOLUTION

WHEREAS, NJS 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

SECTION I

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Stone Harbor, in the County of Cape May, New Jersey, hereby requests the Director of the Division of Local Government Service to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$1,500.00, which is now available as a revenue from the Atlantic County Municipal Joint Insurance Fund; And

SECTION II

BE IT FURTHER RESOLVED that a like sum of \$1,500.00 is hereby appropriated under the caption of Atlantic County Municipal Joint Insurance Fund - Safety Grant; and

SECTION III

BE IT FURTHER RESOLVED that the above is a result of a grant of \$1,500.00 from 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 the day of, 2015

.....

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(8)

RESOLUTION

WHEREAS, Joseph Hurley of 1771 N. Shore Road, Cape May Court House, N.J. 08210 purchased a Seasonal Pass at the kiosk at the Municipal Marina Boat Ramp; and

WHEREAS, Mr. Hurley only needed a daily pass, which he then purchased; and

WHEREAS, Mr. Hurley has requested a refund of \$90.00 for the Seasonal Boat Ramp pass, and the request was approved by the CFO;

NOW, THEREFORE, BE IT RESOLVED, on July 21, 2015, by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May that \$ 90.00 be refunded to Mr. Joseph Hurley and that the proper officers make the proper adjustments in their records.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2015

.....

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(9)

RESOLUTION

WHEREAS, Marilyn H. Timms of 10723 Sunset Drive, Stone Harbor, N.J. 08247 placed \$5.00 in the Kiosk directly across from Yvette's on 97th Street; and

WHEREAS, the Kiosk failed to issue a valid parking slip; and

WHEREAS, Ms. Timms then placed quarters in the Kiosk and it issued a valid ticket; and

WHEREAS, Ms. Timms has requested a refund of \$5.00 and the request was approved by the CFO;

NOW, THEREFORE, BE IT RESOLVED, on July 21, 2015, by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May that \$ 5.00 be refunded to Marilyn H. Timms and that the proper officers make the proper adjustments in their records.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2015

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(10)

RESOLUTION

WHEREAS, Kim Connell of 8301 Second Avenue paid \$70.00 for her daughter Morgan and her son Riley to be on the senior basketball leagues; and

WHEREAS, their summer work schedules have conflicts with the games; and

WHEREAS, the Recreation Director received a request to refund the fees paid for the basketball leagues.

NOW, THEREFORE, BE IT RESOLVED, on this 21st day of July, 2015 by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May that this refund be approved and \$70.00 be refunded to Kim Connell.

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, 2015

The above resolution approved this day of....., 2015

Borough Clerk

Mayor

(11)

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

THIS AGREEMENT is made this ____ day of _____, 2015

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

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

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

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

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

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

1. Provision of Staff.

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

documents; preparing and issuing warrants and commitments and other court related documents.

- v. Maintaining and classifying records and files of the Courts.
 - vi. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
 - vii. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - viii. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.
 - ix. The Certified Court Administrator will work two and a half days in Stone Harbor and two and a half days in Avalon or at such times as mutually agreed to by the parties.
2. Location. Stone Harbor and Avalon will each maintain their own Court Facilities and the Court sessions will be held in their respective facilities. The Municipal Court Administrator will "float" between the two facilities as provided herein and as may be needed.
 3. Insurance. Stone Harbor and Avalon are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from the sue of its own facilities or occurring on its own premises. Stone Harbor and Avalon shall each maintain workers compensation insurance to cover the employees on their respective payrolls.
 4. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared service may withdraw from this agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. The withdrawing member shall remain responsible for its share (based upon the budgets and agreements then in effect) of all shared Court expenses through the date of the withdrawing member's actual termination.
 5. Effective Date: Length of Agreement.
 - a. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court Administrator and authorizing the Mayor to sign the Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be July 1, 2015. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
 - b. The term of this Agreement shall end on June 30, 2018 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 4 above. Upon expiration of this agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.
 6. Consideration.
 - a. Avalon shall pay Stone Harbor the sum of \$_____?? annually for the year of this agreement which covers July 1, 2015 through June 30, 2016.
 - b. For the remaining years(s) of the Agreement, the yearly cost of services shall be increased based on 50% of salary and benefits costs plus an administrative fee not to exceed 1.5%. The Borough of Stone Harbor will submit no later than January 10th of each year the projected costs for each subsequent year.

7. Miscellaneous.

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

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

ATTEST:

BOROUGH OF STONE HARBOR

BY: _____

BOROUGH OF AVALON

BY: _____