

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

AGENDA Regular Meeting

Tuesday, March 17, 2015 4:30 PM

LIBRARY PRESENTATION – COUNTY

OLD BUSINESS

Ordinance 1458 Budget Cap Bank 2nd 3rd and final (1) Mastrangelo

NEW BUSINESS:

ORDINANCE 1461 (Excess Proceeds Ordinance Improvement of Various Recreation & Park Facilities appropriating \$174,500) INTRO (2) Davies-Dunhour

ORDINANCE 1462 (Water & Sewer - Wording Changes) INTRO (3) Lane

RESOLUTION – Shared Services – Backup Construction Official Services (4) Mastrangelo

RESOLUTION – Lions Club Raffle (5) Kramar

RESOLUTION – Award Phase 3 Outfall (6) Lane

RESOLUTION – EUS – various Recreation (7) Davies-Dunhour (complete applications available at Clerk's Office)

Boot Camp

Shore Shot

Island Aerobics

UK Elite Soccer

Stand Up Paddleboard Yoga Classes Anjali Power Yoga

2015 Ignite 360 Youth Sports Performance Ship Shape

Surf Camp Surf and Paddle

Lacrosse Evolution

Yoga on the Beach -Just Breathe Yoga

MOTION – Special Events (8) Rich (complete applications available at Clerk's office)

Garden Club Plant & Bake Sale May 9, 2015

ACE Grill Demo April 4, 25 May 16, 30, June 6, 20 -

MS Bike Race May 17, 2015

Outdoor Living Tent Seashore Ace -Sale September 5 and 6

Shore Softball Classic July 25, 2015

Fire Department Easter Egg Hunt – March 28, 2015

MOTION Approve Fees Harbor Hustle 5K July 5, 2015 (9) Davies-Dunhour

Early Bird for individuals until April 30th - \$15 (online only)

Early Bird for teams until April 30th - \$10 (online only)

May 1st – July 4th - \$20 (online only for individuals)

May 1st – July 4th - \$15 (online only for teams)

July 5th day of event - \$25 per person (cash or check only)

INCENTIVE: implement \$2 off for referral effective June 1st –

July 4th

DISCUSSION

(1)

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

ORDINANCE 1458

CALENDAR YEAR 2015

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Stone Harbor in the County of Cape May finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 2.0% increase in the budget for said year, amounting to \$195,352.88 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2015 budget year, the final appropriations of the Borough of Stone Harbor shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$341,867.54 , and that the CY 2015 municipal budget for the Borough of Stone Harbor be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

3/4/15

ORDINANCE #

(2)

ORDINANCE PROVIDING FOR THE IMPROVEMENT OF VARIOUS RECREATION AND PARK FACILITIES IN AND BY THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY, AND APPROPRIATING \$174,500 THEREFOR, CONSTITUTING PROCEEDS OF OBLIGATIONS OF THE BOROUGH HERETOFORE ISSUED.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY, AS FOLLOWS:

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized to be made or acquired by The Borough of Stone Harbor, in the County of Cape May, New Jersey, as a general improvement, and there is hereby appropriated therefor the sum of \$174,500, said sum constituting proceeds of obligations of the Borough heretofore issued and not necessary for financing the purposes for which issued and now available for financing the said improvement or purpose.

Section 2. The improvement or purpose for the financing of which the appropriation is made as provided in Section 1 of this ordinance is the improvement of various recreation and park facilities in and by the Borough, together with all equipment, site work, work and materials therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 3. It is the opinion of the Borough Council of the Borough, as the governing body thereof, that it is in the best interest of the Borough that \$174,500, constituting

proceeds of obligations of the Borough heretofore issued under Section 3(g) of an ordinance of the Borough, adopted March 17, 2009, and entitled: "Bond ordinance appropriating \$2,900,000, and authorizing the issuance of \$2,761,000 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey" (#1332), shall be appropriated to and used to finance costs, including incidental expenses, of the improvements or purposes above described in Section 2 of this ordinance.

Section 4. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 5. This ordinance shall take effect after final passage as provided by law.

(3)

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 542 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF STONE HARBOR, 2006

Deleting Department of Public Works, Adding Utilities Department

Section 1. As recommended by the Utilities Standing Committee of Borough Council, Chapter 542 of the Revised General Ordinances of the Borough of Stone Harbor is hereby amended as follows.

§542-6. Water Meters

A. Water meter use.

(7) Meter set requests must be submitted to the Utilities Collector in writing. The contractor shall indicate that the water services are properly marked and connected into the meter pits. If the initial request results in an inability to install the meter as a result of the fact that the service is not ready for the meter install, a fee of \$145 will be due for each additional request requiring a follow-up from the ~~Department of Public Works~~ Utilities Department.

B. (1) If the ~~Department of Public Works~~ Utilities Department is dispatched to replace gaskets and reset meter because the plumber failed to reset and tighten the meter ~~property properly~~, a charge of \$250 will be billed to the homeowner.

542-22 Sanitary sewerage collection system rates.

C. If the cause of an excess sewer charge is due to a water leak that has drained into the sewer system, no refund or adjustment of the annual sewer charges shall be made. If, however, the leak has not ~~cause~~ caused drainage into the sewer system, as shall be determined by the ~~Public Works Department~~ Utilities Department and certified by the Director of Public Works or his authorized ~~designed~~ designated representative or ~~properly proper~~ documentation from a New Jersey licensed plumber, then the Utilities Collector, upon resolution of Borough Council therefor, shall adjust the current annual base charge to the average of the charges during July, August and September of the previous three years. ~~, or so many of said years as have records available.~~

542-25.1 Irrigation schedules; exempt systems; enforcement.

B. (5) ~~Additionally, the Borough of Stone Harbor shall be exempt hereunder and irrigation of Borough properties shall be accomplished in accordance with Borough policies and procedures and the needs of the Borough.~~

Section 2. If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

Section 3. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

Section 4. This Ordinance shall take effect immediately upon final adoption and publication in accordance with law.

(4)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUITON AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF AVALON AND THE BOROUGH OF STONE HARBOR FOR BACK-UP CONSTRUCTION OFFICIAL SERVICES

WHEREAS, the Borough of Avalon and the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, are in need of making provision for backup Construction Official services on the occasions that the duly appointed and certified Construction Official of either Borough is unavailable or has a conflict of interest; and

WHEREAS, Avalon and Stone Harbor wish to enter into a Shared Services Agreement under the authority of NJSA 40A:65-1 et seq. to provide for back-up Construction Official services; and

WHEREAS, the form of agreement will be on file with the Borough Clerks of Avalon and Stone Harbor and filed with the New Jersey Department of Community Affairs – Division of Local Government; and

WHEREAS, the governing bodies of each Borough have determined that such a Shared Services Agreement is in the interests of the health, safety and welfare of the citizens of each Borough and will assist in the efficient administration of the Construction Office of each Borough.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 17th day of March, 2015, as follows:

1. The preamble of this Resolution is hereby adopted and incorporated by reference as the finding of fact of the Borough of Stone Harbor;
2. The aforementioned Shared Services Agreement is hereby authorized;
3. The Mayor and all other necessary officials are hereby authorized to execute the Shared Services Agreement and any ancillary documents to effectuate the purposes thereof;
4. A copy of the Shared Services Agreement shall be kept on file in the Borough Clerk's Office and shall be duly filed with the New Jersey Department of Community Affairs-Division of Local Government Services;
5. A copy of this Resolution, duly adopted and certified, shall be provided to the Borough Clerk of the Borough of Avalon.

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

**SHARED SERVICES AGREEMENT FOR
BACK-UP CONSTRUCTION OFFICIAL SERVICES**

THIS AGREEMENT made effective as of March 1, 2015, by and between the **BOROUGH OF AVALON**, a municipal corporation of the State of New Jersey, having its principle offices located at 3100 Dune Drive, Avalon, New Jersey 08202, and the **BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 9508 Second Avenue, Stone Harbor, New Jersey 08247.

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., a municipality may enter into agreements for shared services with another municipality to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, **BOROUGH OF AVALON** and **BOROUGH OF STONE HARBOR** must provide certain administrative services related to construction code enforcement,

including inspection and plan review, as required by N.J.S.A. 52:27D-119 et seq., and the regulations promulgated pursuant thereto; and

WHEREAS, if conflicts arise or a Construction Official is unavailable, back-up Construction Official services must be performed by officials of another municipality, in accordance with N.J.A.C. 5:53-4, 5 (j)(1) and (2); and

WHEREAS, BOROUGH OF AVALON and BOROUGH OF STONE HARBOR desire to formally join together and share the services of their respective Construction Officials upon the conditions as noted above.

NOW, THEREFORE, in consideration of mutual covenants, agreements and considerations contained herein, BOROUGH OF AVALON and BOROUGH OF STONE HARBOR do hereby agree as follows:

1. On an as-needed basis the Construction Officials of BOROUGH OF AVALON and BOROUGH OF STONE HARBOR, respectively, may request the assistance of the Construction Official of the other municipality in providing back-up Construction Official services, including, but not limited to, inspections and plan review and permit issuance.

2. BOROUGH OF AVALON and BOROUGH OF STONE HARBOR shall typically provide this service to each other without additional compensation to their respective Construction Officials and without reimbursement of either municipality by the other. In the event that long-term back-up Construction Official services become necessary, the Administrators of each municipality shall first meet to determine the length of such services and approval of such long term arrangements shall be approved by Resolution of each municipality's governing body. In the event

of such approval, the municipality providing such services will be reimbursed for the provision of back-up Construction Official services, with the exception of paragraph 3 below, at the employee's hourly rate. Payments shall be due within thirty (30) days of the receipt of the invoice.

3. Pursuant to N.J.S.A.40A:65-5, the parties shall adopt resolutions authorizing this Agreement which shall remain in full force and effect from its effective date for a period of two (2) years, but may be terminated by either party upon ninety (90) days written notice.

4. The contact persons for any notice required pursuant to this agreement shall be as follows:

As to BOROUGH OF AVALON:

Scott Wahl, Administrator
BOROUGH OF AVALON
3100 Dune Drive
Avalon, New Jersey 08202
cc: Construction Official

As to BOROUGH OF STONE HARBOR:

Jill Gougher, Administrator
BOROUGH OF STONE HARBOR
9508 Second Avenue
Stone Harbor, New Jersey 08510
cc: Construction Official

5. In the event that a dispute arises between the parties as to the terms of the Agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact finding procedures. The parties hereunder agree that of such binding arbitration or binding

fact finding procedures are required to settle any questions or disputes, the parties hereunder agree that the individuals named in paragraph 4 above shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.

6. Any party performing a service under this Agreement is the general agent of the other party on whose behalf the service is performed pursuant to this Agreement. Such agents shall have full powers of performance and maintenance of the services contracted for and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement. No party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or is an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

7. In no event shall BOROUGH OF AVALON or BOROUGH OF STONE HARBOR be liable to the other for any indirect, incidental, exemplary, punitive, or other consequential damages whether or not foreseeable, arising out of or in relation to this agreement even if advised beforehand of the possibility of such liability.

8. It is hereby understood and agreed that BOROUGH OF AVALON and BOROUGH OF STONE HARBOR shall each be responsible for the negligence of their own employees, agents or servants.

9. In accordance with the provisions of N.J.S.A. 40A:65-6, the BOROUGH OF AVALON and BOROUGH OF STONE HARBOR shall each remain the primary employer of its own construction official for purposes of tenure rights.

10. BOROUGH OF AVALON and BOROUGH OF STONE HARBOR hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement of the performance of this Agreement by any conduct, including the payment or giving any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of BOROUGH OF AVALON or BOROUGH OF STONE HARBOR.

11. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such other place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

12. No change or modification of any covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in the Agreement.

13. The covenants herein contained shall enure to the benefit of, be binding upon the successors of the parties hereto, respectively.

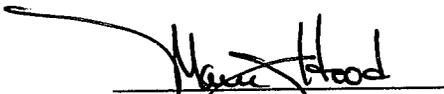
14. The Agreements shall be governed by and construed under the laws of the State of New Jersey.

15. The provisions of the Agreement are severable and it is the intention of the parties hereto that this Agreement cannot take effect in its entirety because of the final judgment of any Court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

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

WITNESS & ATTEST

BOROUGH OF AVALON



Marie Hood, RMC
Borough Clerk
(Seal)

By 

Martin L. Pagliughi, Mayor

Suzanne C. Stanford, RMC
Borough Clerk
(Seal)

By _____
Suzanne M. Walters, Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

WHEREAS, the Lions Club of Stone Harbor, Inc. made application on March 11, 2015 for a Raffle License under Application No. RA-2015-03; and

WHEREAS, it is the desire of the Borough Council of the Borough of Stone Harbor to issue a Certificate of Approval under Application No. RA-2015-03 to the Lions Club of Stone Harbor Inc. for holding of said Raffle;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, State of New Jersey, on this 17th day of March, 2015 as follows:

1. That the Borough Council issue to the Lions Club of Stone Harbor Inc. a Certificate of Findings and Determination to be signed by the proper officer of said Borough Council under Application No. RA-2015-03 made by said Lions Club of Stone Harbor; and

2. That the Municipal Clerk of the Borough of Stone Harbor be, and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the Lions Club of Stone Harbor, Inc. in accordance with the application made therefor.

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

(Handwritten marks: a circled 'E' and a circled '1')

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR CERTAIN "FITNESS
CAMPS AND SPORTS CAMPS"
DURING SUMMER SEASON OF 2015**

WHEREAS, the Borough of Stone Harbor, in an effort to expand recreational opportunities for residents and visitors has pursued the provision of certain "sports camps" which are extraordinary and not amenable to typical specification processes; and

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

WHEREAS, contracts for the following services has been prepared and is on file with the Borough Clerk.

1. 2015 Stone Harbor Boot Camp - Miracles Fitness
2. Shore Shot Basketball Clinic and Camps
3. Zumba & Sandbarre Fitness Classes – Island Aerobics
4. 2015 Soccer Camp UK Elite Soccer
5. Stand Up Paddle Board Yoga 3 Star Group t/a Anjali Power Yoga
6. 2015 Ignite 360 Youth Sports Performance Training Ship Shape Health & Fitness LLC
7. Surf Camp Stone Harbor Surf & Paddle
8. 2015 Lacrosse Camp – Lacrosse Evolution
9. Yoga at the Beach – Just Breathe Yoga

All services to be performed between May 1, 2015 and September 30, 2015

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 17th day of March, 2015, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute the attached contracts for establishment in 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 the day of, 2015

.....

Borough Clerk

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

.....
Mayor

Suzanne Stanford

From: (8) Miranda Duca
Sent: Monday, March 09, 2015 8:31 AM
To: Suzanne Stanford
Subject: for March 17th Council meeting

Good Morning Sue,

Per our discussion with Michael, I will be providing the original documents for the following EUS today to pass via resolution next week. I have a few outstanding that we'll have to approve separately.

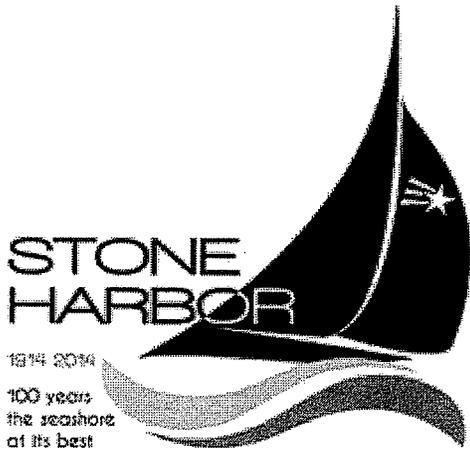
1. Bootcamp
2. Shore Shot
3. Island Aerobics
4. UK Elite Soccer
5. SUP Yoga
6. Ignite 360

Then for special events, I will have 1 page documents available for each of the following to you by Wednesday for Council packets, if Council can offer a motion for the following:

1. Garden Club Plant & Bake Sale
2. MS Bike Race
3. Shore Softball Classic
4. ACE Grill Demo
5. Outdoor Living Tent Sale

Thank you!

Miranda Duca
Director of Recreation
Borough of Stone Harbor
8100 Second Avenue
Stone Harbor, NJ 08247
O: 609-368-1751
F: 609-368-2619



(9)

HARBOR HUSTLE 5K
JULY 5, 2015

Fees:

Early Bird for individuals until April 30th - \$15 (online only)

Early Bird for teams until April 30th - \$10 (online only)

May 1st - July 4th - \$20 (online only for individuals)

May 1st - July 4th - \$15 (online only for teams)

July 5th day of event - \$25 per person (cash or check only)

INCENTIVE: implement \$2 off for referral effective June 1st-July 4th

*Time to
Go*