

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

AGENDA Regular Meeting  
Tuesday, May 19, 2015 4:30 PM

**PRESENTATION – Sustainable Jersey Certification Mrs. Lane**

**OLD BUSINESS**

**NEW BUSINESS:**

- Resolution – Wage Rates for Beach Patrol & Beach Tag Personnel (1) Davies-Dunhour**
- Resolution – Recreation Bonuses (2) Davies-Dunhour**
- Resolution – Refund Escrow Dollars Various (3) Mastrangelo**
- Resolution - Reimbursement Fire Safety Fee & Cert of Title Transfer- Leahy (4) Kramar**
- Resolution – EUS – Black Bear Lacrosse (5) Rich**
- Resolution – Purchase Fabricated Fence - CO OP (6) Davies-Dunhour**
- Resolution – Graver contract (7) Mastrangelo**
- Resolution – Purchase Dump Truck State Contract (8) Kramar**

**Motion – Approve Use of 101<sup>st</sup> Street Pavilion – St. Mary’s Church (9) Kramar**

**Motion – Special Events (10) Davies-Dunhour**

- |                                  |                          |
|----------------------------------|--------------------------|
| <b>Turtle Trot</b>               | <b>5/24/15</b>           |
| <b>Get in Gear Bike Event</b>    | <b>6/13/15</b>           |
| <b>Harbaugh Sand Castle</b>      | <b>7/5/15</b>            |
| <b>Surfside Rugby Tournament</b> | <b>7/18/15 – 7/19/15</b> |
| <b>Meagher Friends Triathlon</b> | <b>7/25/15</b>           |
| <b>Stone Harbor Triathlon</b>    | <b>7/19/15</b>           |

**DISCUSSION**

**CLOSED SESSION – Lease or Acquisition of Land (11) Davies-Dunhour**

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## DRAFT RESOLUTION

### ESTABLISHING WAGE RATES FOR BEACH PATROL AND BEACH TAG PERSONNEL

WHEREAS, the Borough of Stone Harbor maintains a Beach Patrol for the protection of the health, safety and welfare of beach-goers during the summer season and also maintains a contingent of beach tag personnel in order to enforce the Borough's beach tag ordinance and provide convenient points of sale of beach tags to visitors; and

WHEREAS, the Beach and Recreation Committee of Borough Council have determined that it is in the best interests of the Borough to provide a more competitive wage scheduled, complete with certain incentives, in order to continue to attract qualified and committed persons to serve as lifeguards on the Borough's beaches:

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 19<sup>th</sup> day of May, 2014 as follows:

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That members of the Beach Patrol be compensated for work during the 2015 season in accordance with the following schedule:

<u>Item</u>	<u>Lifeguard Rate</u>	<u>Lieutenant Rate</u>
1 <sup>st</sup> year of service	\$93/day	year 1-4 \$127/day
2nd year of service	\$95/day	year 5 & over \$136/day
3rd year of service	\$97/day	<u>Sr. Lieutenant \$138/day</u>
4th year of service	\$99/day	
5th year of service	\$101/day	
6 <sup>th</sup> year of service	\$103/day	
7th year of service	\$105/day	
8th year of service	\$107/day	
9 <sup>th</sup> year of service	\$109/day	
10 <sup>th</sup> year of service	\$111/day	
11 <sup>th</sup> year of service	\$113/day	
12 <sup>th</sup> year of service	\$115/day	
13 <sup>th</sup> year of service	\$117/day	
14 <sup>th</sup> year of service	\$119/day	
15 <sup>th</sup> year of service	\$121/day	
<u>Over 16 years</u>	<u>2% increase</u>	

#### BONUSES:

\$8 per day if the lifeguard starts working full-time before July 1st and works through Labor Day or beyond and has worked a total of at least 50 full days. Bonus pay will be paid in final pay.

A lifeguard may also qualify for the following extra bonus: For August 15<sup>th</sup> through Labor Day or beyond, a lifeguard will receive an additional bonus of \$ 10 per day worked in this time period to be paid in their final pay.

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

3. That beach tag personnel be paid in accordance with the following schedule:

Beach Tag Checkers and Office Staff

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

BONUSES:                   The top 10 beach tag sellers as of Labor Day 2015 become eligible to share in \$5000 allocated for bonuses.

4. That the provisions of this Resolution shall become effective immediately upon passage and shall be subject to the continuing review of the Beach and Recreation Committee and may be modified, in the sole discretion of the Borough Council, as deemed appropriate from time to time.

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

(2)

**RESOLUTION**

WHEREAS, the Beach and Recreation Committee of Borough Council has requested bonuses to the employees of the Stone Harbor Recreation Department; and

WHEREAS, the bonuses shall be made only to those employees who have less than 3 documented work violations; and

WHEREAS, the bonus breakdown includes \$3 earned for every 5 hours worked and an additional \$150.00 for completing work assignments; and

WHEREAS, the maximum employee bonus awarded will be \$500.00

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor on this 19<sup>th</sup> day of May, 2015 as follows:

1. That the bonus program outlined herein is hereby approved.
2. That the Chief Financial Officer shall take any and all steps necessary to effectuate such funds and shall make the proper adjustments to the financial records of the Borough.

Offered by ..... Seconded by.....

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

Borough Clerk

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

.....  
Mayor

(3)

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

WHEREAS, the following submitted escrow fees in connection with Zoning Board, Planning Board and Other applications; and  
WHEREAS, some of the escrow money was used in connection with the projects and refunds for the remaining fees have been requested; and  
WHEREAS, the Zoning Officer has requested and approved the return of said remaining escrow fees.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor on this 19<sup>th</sup> day of May, 2015 that the following sums should be refunded:

1. DL Miner  
11 Clermont Drive Unit A  
Cape May Court House, N.J. 08210  
Block 104.03 Lots 81 a/k/a 212 – 105<sup>th</sup> Street  
Drainage: \$500.00
2. J.G. Popper Custom Builder, LLC  
2 – 110<sup>th</sup> Street  
Stone Harbor, N.J. 08247  
Block 109.01 Lots 9 a/k/a 2 – 110<sup>th</sup> Street  
Dune/St. Light Restoration: \$160.00
3. Tara Smith, Trustee  
Block 117.03 Lots 206 a/k/a 222 – 118<sup>th</sup> Street  
Amount: \$270.50
4. Lynne Schaefer  
Block 96.03 Lots 88 a/k/a 239 – 96<sup>th</sup> Street  
Amount: \$1,000.00
5. Randall L. Renneisen  
23 Nivin Lane  
Landenberg, Pa. 19350  
Block 108.04 Lots 85.01 a/k/a 10829 Third Avenue  
Amount: \$283.25
6. Thomas Welsh Builders  
2589 Ocean Drive  
Avalon, N.J. 08202  
Block 88.03 Lots 92.02 a/k/a 249 – 88<sup>th</sup> Street  
Amount \$296.00
7. Carol Ann & John W. Joyce  
6715 Dartbrook Drive  
Dallas, TX 75254  
Block 89.03 Lots 96 a/k/a 255 – 89<sup>th</sup> Street  
Amount \$296.00
8. Matthew & Allyson Flannery  
32 Sheffield Drive  
Moorestown, N.J. 08057  
Block 93.02 Lots 44 a/k/a 155 – 93<sup>rd</sup> Street  
Amount \$270.50

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

9. LAS & Co. Inc.  
Lynne A. Schaefer  
8626 Sunset Drive  
Stone Harbor, N.J. 08247  
Block 95.03 Lots 81.06 a/k/a 222 – 226 – 96<sup>th</sup> Street  
Amount \$1,902.50
10. Joseph Callahan  
1306 Pine Road  
Bryn Mawr, Pa. 19010  
Block 107.04 Lots 108.02 a/k/a 10911 Sunset Drive  
Amount \$257.75
11. Karen Wisdom  
483 Fislerville Road  
Mullica Hill, N.J. 08062  
Block 98.03 Lots 103.02 a/k/a 258 – 99<sup>th</sup> Street  
Amount \$270.50
12. Stone Harbor Square LLC  
42 Rehoboth Avenue  
Rehoboth Beach, DE 19971  
Block 96.03 Lots 95 a/k/a 261 – 96<sup>th</sup> Street  
Amount \$155.75
13. Charles R. Clarke Jr.  
10729 Third Avenue  
Stone Harbor, N.J. 08247  
Block 108.04 Lots 89 a/k/a 10729 Third Avenue  
Amount \$321.50
14. Bruce R. Young  
P.O. Box 33  
Saylorsburg, Pa. 18353  
Block 109.01 Lots 12.02 a/k/a/5 – 109<sup>th</sup> Street  
Amount \$321.50

BE IT FURTHER RESOLVED that the Chief Financial Officer shall take any and all steps necessary to effectuate such refunds and shall make the proper adjustments to the financial records of the Borough.

Offered by ..... Seconded by.....

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

.....

Borough Clerk

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

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

(14)

WHEREAS, William J. Leahy of Long & Foster Real Estate paid \$ 150.00 for Fire Safety Fee (\$100) and Certificate of Title Transfer Fee (\$50) for Block 96.04 Lot 119.07 a/k/a 300 – 99<sup>th</sup> Street Unit #7 ; and

WHEREAS, it has been established that the fees were paid for a transfer inspection which did not occur; and

WHEREAS, the Zoning Officer and Fire Official have requested a refund of \$ 150.00 to be sent to William J. Leahy the request was approved by the CFO;

NOW, THEREFORE, BE IT RESOLVED, on May 19, 2015, by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May that \$ 150.00 be refunded to William J. Leahy of Long & Foster Real Estate 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 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**

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS  
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES  
FOR A LACROSSE CAMP DURING THE 2015 SUMMER SEASON**

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

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

WHEREAS, a contract for the following services has been prepared and is on file with the Borough Clerk:

- 1. Lacrosse camp conducted by Black Bear Lax, LLC  
May 1 through 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 19<sup>th</sup> day of May, 2015, as follows;

- 1. That the preamble of this Resolution is hereby incorporated herein by reference;
- 2. That the Mayor and Clerk are hereby authorized and directed to execute the aforementioned contract on behalf of the Borough.

Offered by ..... Seconded by.....

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

.....

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

Borough Clerk

.....  
Mayor



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

RE: 2015 LACROSSE CAMP  
RESOLUTION NO. \_\_\_\_\_-S-2015

THIS AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_, 2015, by and between

Borough of Stone Harbor, a Municipal Corporation of the State of New Jersey, hereinafter referred to as  
"MUNICIPALITY" or "BOROUGH"  
And

BLACK BEAR LAX, LLC  
"CONTRACTOR"

**WITNESSETH:**

**WHEREAS, BOROUGH COUNCIL** has authorized the execution of an Extraordinary Unspecifiable Services Contract with **BLACK BEAR LAX, LLC**, for operation of a lacrosse camp during the summer of 2015; and **WHEREAS**, the **CONTRACTOR** represents that he/she/they are experienced and capable of providing such services which are the subject of this Contract; and **NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. **SCOPE OF SERVICES** - Borough hereby employs and retains the services of contractor for the term hereinafter specified, to provide such services to the Borough as specifically set forth in certain specifications from contractor, which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.
2. **TERM** - This Contract shall be for specific services set forth in Exhibit "A", which shall be performed between May 1, 2015 and September 30, 2015. Instructor activities may begin no later the July 1, 2015 and cease no sooner than August 31, 2015. Time shall be strictly of the essence.
3. **COMPENSATION** - In consideration of performing those services specified in Exhibit "A" attached, contractor shall be entitled to charge such fees as specified therein and contractor shall pay to the Borough the amount or sum so specified in Exhibit "A".
4. **INSURANCE** - Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the



continuation of insurance coverage and designating the Municipality as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

**Schedule of Insurance**

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

**A. Workers' Compensation**

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

**B. General Liability**

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars\* with a minimum annual aggregate of two million (\$2,000,000) dollars\*.

Municipality shall be named as "Additional Insured".

**C. Automobile Liability Insurance (if necessary)**

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollar\* for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

**The insurance companies for the above coverage's must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.**

5. **INDEPENDENT CONTRACTOR STATUS** - The services to be provided by the contractor shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that contractor is not an employee of the Municipality and shall not be considered as such for any purpose. All payments made by the Municipality to contractor pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions. Contractor shall be responsible for the provision of New Jersey Workers Compensation Insurance for Contractor and/or any employees of Contractor utilized in the performance of this Contract.
6. **TERMINATION** - Borough may terminate this Contract for cause at any time, in which event Contractor shall be entitled to be compensated for all services performed up to the date of termination.
7. **AFFIRMATIVE ACTION REQUIREMENTS** - Contractor acknowledges that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract.
8. **AMENDMENTS** - Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatsoever.
9. **MISCELLANEOUS**
  - i. This Contract shall be construed in accordance with the laws of the State of New Jersey.
  - ii. This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.
  - iii. Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provisions of the paragraph.



- iv. Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.
- v. This Contract shall not be construed as to preclude the Borough from entering into a contract or employing any other professional performing similar services during the term of this Contract.

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**VENDOR INFORMATION**

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In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this contract.

Name of Business: BLACK BEAN LAX, LLC (Print)

Name of Contact Person: JAMES HEISMAN (Print)

Correspondence Address (including zip code): 912 BRIDLE LANE, WEST CHESTER, PA 19382

Purchase Order Address (including zip code): " "

Payment Address (including zip code): " "

Telephone Number (including area code): 610-329-1391

Fax Number (including area code): N/A

E-Mail Address: BBXWL1@gmail.com Employer I.D. # or S.S. #: 20-4884818

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**AFFIRMATIVE ACTION REQUIREMENTS  
P.L. 1975 C.127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
REVISED SEPTEMBER, 1992  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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(A) 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

(B) The contractor or 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, sex, affectional or sexual orientation.



(C) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(E) The contractor or subcontractor, agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

(G) The contractor or 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.

(H) 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, sex, affectional or sexual orientation and confirm with the applicable employment goals, consistent with the Statutes and Court decisions of the State of New Jersey and applicable Federal Law and applicable Federal Court decisions.

(I) The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Sub-Chapter X of the Administrative Code (N.J.A.C. 17:27).

(J) In the event that contractor employs any subcontractor, in the performance of any portion of this Contract, provided that same is permitted under this Contract, it shall be the obligation of the contractor to assure that any such subcontractor is in full compliance with the Affirmative Action requirements of the State of New Jersey and that such subcontractor remains in compliance therewith.

(K) Contractor shall file all required documents with the Treasurer of the State of New Jersey and the Affirmative Action Office and shall be further required to file such further and supplemental reports as may be required by the State Treasurer or the Affirmative Action Office at any time during the term of this Contract.

(L) Contractor shall be required to file with the Municipality a current valid "Certificate of Employee Information Report", bearing a certification number and which shall be issued by the Treasurer of the State of New Jersey. Contractor shall also file with the Municipality evidence of an approved Affirmative Action Plan, approved by the State of New Jersey. Contractor shall also obtain similar Certifications from any subcontractor employed by the contractor on this project and shall cause copies of same to be filed with the Municipality.

(M) Failure by the contractor or any of its subcontractor to comply with the Affirmative Action Requirements of the State of New Jersey, or to remain in full compliance therewith during the term of this Contract, shall be cause for the termination of this Contract or, in the sole judgment and discretion of the Municipality, to withhold any payment due to the contractor until such time as the contractor provides satisfactory evidence to the Municipality that contractor has come into compliance with such Affirmative Action Requirements.



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**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 SERVICE AND GENERAL SERVICE CONTRACTS**

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A. 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.

B. 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.

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

D. The contractor or subcontractor, where applicable, agrees to comply with any 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.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

G. 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.

H. 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, race, 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.

I. The contractor and its subcontractors 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.**



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**AN ORDINANCE AUTHORIZING CRIMINAL HISTORY RECORD  
BACKGROUND CHECKS FOR EMPLOYEES OR VOLUNTEERS HAVING  
CONTACT WITH PERSONS UNDER EIGHTEEN YEARS OF AGE**

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Section 1.

§ \_\_\_\_\_ Criminal History Record Background Checks for Employees and Volunteers Having Contact with Persons Under Eighteen Years of Age

\_\_\_\_\_ (a). Definitions

As used in this chapter, the following terms shall have the meanings indicated:

**CRIMINAL HISTORY RECORD BACKGROUND CHECK** — The determination of whether a person has a criminal record by cross-referencing that person's name and/or fingerprints with those on file with the Federal Bureau of Investigation, Identification Division, and/or the State Bureau of Identification of the New Jersey State Police.

**CRIMINAL HISTORY RECORD INFORMATION or CHRI** — Information collected by criminal justice agencies concerning persons and stored in the computerized databases of the New Jersey State Police SBI Criminal History Information System, the National Law Enforcement Telecommunications System or other states' computerized repositories containing criminal history record information consisting of identifiable descriptions and notations of arrests, indictments or other formal criminal charges and any dispositions arising there from, including convictions, dismissals, correctional supervision and release.

**DEPARTMENT** — The Borough of Stone Harbor Police Department.

**NONCRIMINAL JUSTICE PURPOSE** — Any purpose, other than administration of criminal justice or criminal justice purpose, including employment and licensing, for which applicant fingerprints or name search requests are submitted by authorized requesters, as required or permitted by a federal or state statute, rule or regulation, executive order, administrative code provision, local ordinance, resolution or by this chapter, to the State Bureau of Identification for the dissemination of criminal history record information.

**STATE BUREAU OF IDENTIFICATION or SBI** — The New Jersey State Bureau of Identification created by P.L. 1930, c. 65, as a bureau within the Division of State Police.

**BOROUGH SPONSORED PROGRAMS** — Any programs organized and directed by the Borough Recreation Department for Borough children who are under the age of 18.

\_\_\_\_\_ (b). Request for criminal background checks; costs.

- A. The Borough requires that all employees and volunteers over the age of 18 years, having direct contact with minors and involved with Borough-sponsored programs, submit to a criminal history record background check. Failure to so submit to such background check shall constitute grounds for disqualification of that individual.
- B. The Borough shall conduct a criminal history record background check only upon receipt of the written consent to the check from the prospective or current employee or volunteer.
- C. The Division of State Police shall inform the Borough Police Department whether the person's criminal history record background check reveals a conviction of a disqualifying crime or offense as set forth herein below.
- D. The Borough shall bear the cost associated with conducting this criminal history record background check.

\_\_\_\_\_ (c). Conditions under which a person is disqualified from service.

- A. A person shall be disqualified from serving as an employee or volunteer involved with Borough-sponsored programs involving minors if that person's criminal history record background check reveals a record of conviction of any of the following crimes or offenses:
  - (1) In New Jersey, any crime or disorderly persons offense:
    - (a) Involving danger to the person, meaning those crimes and disorderly persons offenses set forth in N.J.S.A. 2C:11-1 et seq. (i.e., criminal homicide; murder; manslaughter; death by vehicular homicide; aiding suicide; leaving the scene of a motor vehicle accident); N.J.S.A. 2C:12-1 et seq. (i.e., assault; endangering an injured victim; recklessly endangering another person; terroristic threats; stalking; disarming law enforcement or corrections officer); N.J.S.A. 2C:13-1 et seq. (i.e.,



- kidnapping; criminal restraint; interference with custody; criminal coercion; enticing child into motor vehicle, structure or isolated area); N.J.S.A. 2C:14-1 et seq. (i.e., sexual assault; criminal sexual contact; lewdness; juveniles in need of supervision); N.J.S.A. 2C:15-1 et seq. (i.e., robbery; carjacking).
- (b) Against the family, children or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S.A. 2C:24-1 et seq. (i.e., bigamy; endangering the welfare of children, incompetent persons, the elderly or disabled persons; willful nonsupport; unlawful adoptions; employing a juvenile in the commission of a crime).
  - (c) Involving theft as set forth in chapter 20 of title 2C of the New Jersey Statutes (i.e., including theft of real or personal property in excess of \$200; receiving stolen property; fencing; theft of services; shoplifting; computer related theft).
  - (d) Involving any controlled dangerous substance or controlled substance analog as set forth in Chapter 35 of Title 2C of the New Jersey Statutes except Paragraph (4) of Subsection a. of N.J.S.A. 2C:35-10.
  - (e) Providing alcoholic beverages to minors.
  - (f) Sexual offenses, including but not limited to child pornography, pursuant to N.J.S.A. 2C:24-1 et seq.
  - (g) Selling firearms or other weapons to pursuant to N.J.S.A. 39-9.1.; lewdness and obscenity toward children, pursuant to N.J.S.A. 2C:24-4.
- (2) In any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in Subsection A(1) of this section.
- B. For purposes of interpreting the information recorded in a criminal history record to determine the qualifications of the employee or volunteer involved with Borough-sponsored programs involving minors, the Borough shall presume that the employee or volunteer is innocent of any charges or arrests for which there are no final dispositions on the record, except for charges or arrests for sexual misconduct either in state or without. As to such charges or arrests, such employee or volunteer is required to notify the Chief of Police and the Director of the Department of Recreation immediately following such charge or arrest.
- C. Notification of disqualification based on the criminal history record shall be made to the employee or volunteer by the Chief of Police or his designee.
- \_\_\_\_\_ (d). Submissions; exchange of background check information.
- A. Prospective and/or current employees and volunteers of Borough-sponsored programs involving minors shall submit the name, address, fingerprints and written consent to the Borough for the criminal history record background check to be performed. The Borough shall submit this documentation to the Police Chief of the Borough of Stone Harbor, or his designee, who shall coordinate the background check.
- B. The Department shall act as a clearinghouse for the collection and dissemination of information obtained as a result of conducting criminal history record background checks pursuant to this chapter.
- C. The Borough may, in its discretion, engage the services of a third-party independent agency to conduct the criminal history record background checks authorized under this chapter.
- \_\_\_\_\_ (e). Limitations on access and use of criminal history record background checks.
- A. Access to criminal history record information for noncriminal justice purposes, including licensing and employment, is restricted to authorized personnel of the Borough-sponsored program involving minors, on a need to know basis, as authorized by federal or state statute, rule or regulation, executive order, administrative code, local ordinance or resolution regarding obtaining and dissemination of criminal history record information obtained under this chapter.
- B. Such Borough persons shall limit their use of criminal history record information solely to the authorized purpose for which it was obtained, and criminal history record information furnished shall not be disseminated to persons or organizations not authorized to receive the records for authorized purposes. Use of this record shall be limited solely to the authorized purpose for which it was given and shall not be disseminated to any unauthorized persons. This record, in whatever form it exists, including electronically or via computer, shall be



destroyed immediately by the Borough after it has served its intended and authorized purpose. Any person violating federal or state regulations governing access to criminal history record information may be subject to criminal and/or civil penalties.

(f). Employee or volunteer may challenge accuracy of report

If this criminal history record disqualifies an applicant or existing employee or volunteer, the Chief of Police or his designee shall provide the disqualified person with an opportunity to complete and challenge the accuracy of the information contained in the criminal history record. The disqualified person shall be afforded a reasonable period of time to correct and complete this record. A person is not presumed guilty of any charges or arrests for which there are no final dispositions indicated on the record.

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 after final passage and publication as provided by law.

**HOLD HARMLESS AGREEMENT**

BETWEEN: The Borough of Stone, 9508 Second Avenue, Stone Harbor, New Jersey 08247 AND

Black Beam Lax, LLC Contractor's Name

153 KIRKLAND AVE, WEST CHESTER, PA 19382  
Address (not a post office box)

610-329-6341  
Telephone Number

BBXWC9@gmail.com  
E-mail address

It is understood and agreed the Contractor is an independent Contractor and not an employee of the Borough of Stone Harbor. The Contractor agrees to indemnify and hold harmless the Borough of Stone Harbor, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Stone Harbor may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor. The Contractor shall hold the Borough of Stone Harbor harmless for damages to the Contractor's equipment utilized during the term of this contract.

SI James D. Heisman, Managing Member, Black Beam Lax, LLC  
Signature of Authorized Representative

JAMES D. HEISMAN Title MANAGING MEMBER Date 4/29/15  
Print Name Title Date



---

**EXHIBIT "A"**

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The CONTRACTOR shall provide the following:

- (A) BLACK BEAR LAX from July 20, 2015, through July 24, 2015, for individual instruction, lessons and clinics to be conducted under the CONTRACTOR'S direct supervision.
- (B) A professional level of staffing for the camp to offer camp programs to meet the needs of campers age 5 years through 15 years.
- (C) A staff camper ratio that enables effective learning to take place among the campers. A staff coach will be provided for each group of 10 participants in the camp.
- (D) All staff as required to conduct instructions, lessons and clinics and compensated by CONTRACTOR.
- (E) [optional] A camp T-shirt and a players bag which shall contain lanyard, sticker and catalog for each camper.
- (F) Camp promotion and camp administration information to official camp coordinators for distribution.
- (G) Appropriate certificates of insurance including but not limited to a certificate evidencing adequate Workers' Compensation coverage to the satisfaction of both the BOROUGH and the Atlantic Cape May County Joint Insurance Fund of which the BOROUGH is a member.
- (H) Compliance with all rules and regulations established by the BOROUGH with respect to the administration of the playing fields.
- (I) Collection of a per camper fee of \$ 275.00.
- (J) Compensation to the BOROUGH on the basis of twenty (20%) percent of all fees collected. Compensation to the BOROUGH for camp shall be remitted no later than September 4, 2015. CONTRACTOR reserves the right to cancel any camp session with less than 25 paid campers or refuse campers who do not register within 5 days of the camp.

The BOROUGH shall provide the following:

- (A) An official camp coordinator to work with CONTRACTOR and be responsible for actively promoting the camp to the local community.
- (B) Promotion of the camp using promotional material forwarded by the CONTRACTOR.
- (C) Field or suitable facility adequately prepared for coaching and related activities. Such a facility should be considered appropriate for the related activities.  
CONTRACTOR is not responsible for defects that exist in the field. BOROUGH represents that it will defend, indemnify and hold harmless CONTRACTOR from any injuries or claims arising out of the negligence of the BOROUGH relating to the condition of the field or any other negligence unless such condition or defect has been created by the CONTRACTOR or any of the CONTRACTOR'S agents or employees of its camp activities.



THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR EXECUTED CONTRACT. PLEASE INITIAL BELOW, INDICATING THAT YOUR CONTRACT INCLUDES THE ITEMIZED DOCUMENTS. A CONTRACT SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

Item	Initials
Executed Vendor Information (provided)	JDH
Executed Hold Harmless Agreement (provided)	JDH
New Jersey Business Registration Certificate <a href="http://www.nj.gov/njbusiness/registration/">http://www.nj.gov/njbusiness/registration/</a>	To Be Provided
Executed Criminal History Report(s)	PENDING
Proof of Liability Insurance	PENDING

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Contract: Black Bear Lax, LLC

Authorized Signature: *James D. Harrison* <sup>Managing Member</sup> Date: 5/5/15

Recreation Director: *[Signature]* Date: 5/5/15

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

ATTEST:

BOROUGH OF STONE HARBOR

\_\_\_\_\_  
Suzanne Stanford, Borough Clerk

BY: \_\_\_\_\_  
Suzanne M. Walters, Mayor

ATTEST:  
*Evelyn D. Zulecki*

BY: *James D. Harrison*, <sup>Managing Member</sup>  
CONTRACTOR  
Black Bear Lax, LLC



STATE OF NEW JERSEY  
ONLINE TAX/EMPLOYER REGISTRATION

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Congratulations! You have completed the registration process.  
Please note your Filer ID and confirmation number for your records and future use.

**FILER ID: XXXXX4818      Confirmation #: CN313741379 for Corp Number: 0600371042**

**If you have used both a Filer Id and FEIN in this session, the FEIN will be the official number for tax purpose**

Your information will be posted to our production database within 48 hours. A B  
usiness Registration  
Certificate will be mailed to you within 7 to 10 business  
days or, after the 48 hours, you can download  
a certificate from our on-line  
site at:

**[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)**

Please save this site to insure that you  
will be able to download your certificate after 48 hours.  
Thank you for using our Business Filing and Registration Service and best wishes  
for your business  
endeavor.

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[Go to myNJ Business Portal](#)

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[Div. of Revenue](#)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(6)

**RESOLUTION**

WHEREAS, the Borough of Stone Harbor entered into the Middlesex Regional Educational Services Commission Cooperative, New Jersey State Approved Co-Op #65MCESCCPS by Resolution 2015-S- 85 on April 21, 2015 for the purpose of purchasing playground equipment and appurtenances; and

WHEREAS, the Recreation Department will be using this Co-Op to purchase Custom Fabricated Fencing as per quote attached for a total of \$137,676.24.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that the purchase of Custom Fabricated Fencing as per quote attached for a total price of \$ 137,676.24 be approved.

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:** Jim Craft  
**Sent:** Thursday, May 14, 2015 1:49 PM  
**To:** Suzanne Stanford; Miranda Duca  
**Subject:** RE: 82nd St playground fence

Sue, Here is the some wording for the Resolution for Council to authorize the purchase of the fence:

WHEREAS, the Borough of Stone Harbor entered into the Middlesex Regional Educational Services Commission Cooperative, New Jersey State Approved Co-op# 65MCECCPS, by Resolution xxxx-S-15 in May, 2015 for the purpose of purchasing playground equipment and appurtenances; and

WHEREAS, the Recreation Department will be using this Coop to purchase Custom Fabricated Fencing as per quote attached for \$137,676.24

NOW, THEREFORE, BE IT RESOLEVED, by the Mayor and Council.....

---

**From:** Miranda Duca  
**Sent:** Thursday, May 14, 2015 10:43 AM  
**To:** Jim Craft  
**Subject:** FW: 82nd St playground fence  
**Importance:** High

Hi Jim, just following up to my email below. We have to get Sue the wording for the resolution for the fencing. Do you have time today? Let me know what input you need from me.

---

**From:** Miranda Duca  
**Sent:** Tuesday, May 12, 2015 2:44 PM  
**To:** Jim Craft  
**Subject:** RE: 82nd St playground fence

Sounds great to me. At least that step would be complete so as soon as we get green light we put in the order. Do you provide Sue with the wording for that resolution?

---

**From:** Jim Craft  
**Sent:** Tuesday, May 12, 2015 2:11 PM  
**To:** Miranda Duca  
**Subject:** RE: 82nd St playground fence

Why don't we have Council approve the purchase and we hold off on ordering it until we are approved. I don't see why they cannot be done concurrently.

---

**From:** Miranda Duca  
**Sent:** Tuesday, May 12, 2015 2:08 PM  
**To:** Jim Craft  
**Subject:** RE: 82nd St playground fence

Oiya..... do you think Council would be able to add last minute if we get state blessing by Monday or Tuesday so the fence purchase/installation isn't delayed any longer?

---

**From:** Jim Craft  
**Sent:** Tuesday, May 12, 2015 2:07 PM  
**To:** Miranda Duca  
**Subject:** RE: 82nd St playground fence

Hi Miranda,

All the paperwork has been sent. We are waiting for the State to give their blessing then we can proceed. I am told it takes about two weeks to get approval.

Jim

---

**From:** Miranda Duca  
**Sent:** Tuesday, May 12, 2015 2:05 PM  
**To:** Jim Craft  
**Subject:** 82nd St playground fence  
**Importance:** High

Hello Jim,

I just wanted to follow-up to see if the Borough has officially joined the MRESC co-op? Hopefully they received all your paperwork and there were no hiccups. If so, would you be so kind to relay to Sue what Council needs to add to agenda for 5/19? We have to have Council authorize the co-op for the attached quote correct?

Thank you,

Miranda Duca | Director of Recreation | Borough of Stone Harbor  
8100 Second Ave | Stone Harbor, New Jersey 08247 | p: (609) 368-1751 | f: (609) 368-2619



2015-5-85

April 21, 2015

A RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM  
A RESOLUTION AUTHORIZING THE BOROUGH OF STONE HARBOR TO ENTER INTO  
COOPERATIVE PRICING AGREEMENT

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the Middlesex Regional Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing system for the purchase of goods and services; and

**WHEREAS**, on April 21, 2015 the governing body of the Borough of Stone Harbor, County of Cape May, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**TITLE:** This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Stone Harbor.

**AUTHORITY:** Pursuant to the provisions of N.J.S.A 40A:11-11(5) the Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT:** The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon passage.

**CERTIFICATION:** I hereby certify that the above Resolution was adopted by the Mayor and Council of the Borough of Stone Harbor at a meeting of said Governing Body held on April 21, 2015.

BY \_\_\_\_\_

James Craft, CFO

ATTEST BY \_\_\_\_\_

Suzanne C. Stanford, Borough Clerk



C/O MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

QUOTE  
 #113090

03/26/2015

**NJ Stone Harbor CFI Fencing and Arch w/ Install - Revised 3.26.15**

Stone Harbor Borough  
 Attn: Jim Croft  
 9508 Second Ave  
 Stone Harbor, NJ 08247

Project #: P76822  
 Ship To Zip: 08247

Quantity	Part #	Description	Unit Price	Amount
218	CFSP-501	Custom Fab - Fencing - Pre-galvanized wire mesh Embedded mount Per CFI provided design	\$254.02	\$55,376.36
352	CFFC-021	Custom Fab - Fencing - Pre-galvanized wire mesh Embedded mount Per CFI provided design	\$94.08	\$33,116.16
1	CFARC-001	Custom Fab - Arch - Per CFI Provided design	\$10,886.40	\$10,886.40
1	INSTALL	Custom Fab - Assuming level ground, embedded mount. No removal or grade work.	\$37,764.64	\$37,764.64

NOTE:  
 ...Customer is responsible for verifying all items and quantities.  
 ...MRESC Contract pricing.

SubTotal: \$137,143.56  
 Discount: (\$4,967.32)  
 Freight: \$5,500.00  
**Total Amount: \$137,676.24**

MN:jt

**TERMS:**

1. ORDER & PAYMENT TO BE MADE OUT TO: CUSTOM FABRICATION INC. 2903 NY ROUTE 7 - PO BOX 431 HARPURSVILLE, NY 13787
2. QUOTATION VALID FOR 30 DAYS.
3. STANDARD DELIVERY 12-16 WEEKS\* AFTER DEPOSIT AND RETURNED DRAWING APPROVAL.
4. PLEASE ALLOW ONE WEEK FOR DELIVERY TO BE SCHEDULED.
5. TERMS: GOVERNMENT AGENCIES: PURCHASE ORDER MADE OUT TO CUSTOM FABRICATION INC. (SEE # 1 ABOVE)
6. TERMS: ALL OTHERS: 50% U.R.O. AND 50% AT DELIVERY. FAILURE TO PRESENT BANK OR CERTIFIED CHECK AT DELIVERY WILL RESULT IN SECOND DELIVERY CHARGE AND 10% RELOADING FEE.
7. MAKE CHECK PAYABLE TO CUSTOM FABRICATION INC (SEE #1 ABOVE)
8. PLEASE NOTE UNLOADING OF MATERIALS AT DELIVERY IS RESPONSIBILITY OF CUSTOMER.
9. ALL ORDERS SUBJECT TO A CANCELLATION FEE (AMOUNT BASED ON STATUS OF ORDER). NOT LESS THAN 10% OF PURCHASE PRICE.
10. QUOTED PRICE IS BASED ON ALL ITEMS PURCHASED IN ENTIRETY & SHIPPED TO ONE LOCATION.

Sales Representative:Mike Nowak/hd





C/O MRC  
 PO Box 106  
 Spring Lake, NJ 07762  
 Ph: 732-458-1111  
 Fx: 732-974-0226  
 Email: MRC@GAMETIME.COM  
 Web: www.mrcrec.com

QUOTE  
 #113090

03/26/2015

**NJ Stone Harbor CFI Fencing and Arch w/ Install - Revised 3.26.15**

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimilie: \_\_\_\_\_

Purchase Amount: **\$137,676.24**

**Order Information:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #:  
 (PLEASE PROVIDE A COPY OF CERTIFICATE) \_\_\_\_\_



**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(7)

**RESOLUTION**

**AUTHORIZING A 2015 CONTRACT  
WITH RICHARD GRAVER, NETWORK ENGINEER  
FOR EXTRAORDINARY, UNSPECIFIABLE SERVICES**

WHEREAS, The Borough Council of the Borough of Stone Harbor has determined that there exists a need for oversight and maintenance of the Borough's information technology; and

WHEREAS, Richard Graver, Network Engineer of 118 Reading Avenue Tuckahoe, N.J. 08250 supplies a service that is specialized and qualitative in nature requiring expertise, extensive training and proven reputation in this field of endeavor, which constitutes an Extraordinary Unspecifiable Service not subject to public bidding; and

WHEREAS, the Borough Council is satisfied to engage Mr. Graver for the purposes outlined herein in accordance with the attached contract which is incorporated herein and made a part hereof by reference; and

WHEREAS, the amount of the contract in question is \$5760.00, which amount is less than the threshold which would require public bidding, subject to adjustment at the rate of \$120.00 dollars per hour if Mr. Graver's services exceed four hours per month as detailed in the contract. Services performed outside normal business hours will be billed at the emergency rate of \$180.00 per hour. In accordance with the contract, less than three (3) hours of service per month will result in a service credit to the Borough which may be applied to a succeeding month, which credits expire at the end of the contract term; and

WHEREAS, funds are available for such services as evidenced by the certification of the Chief Financial Officer of the Borough attached hereto;

WHEREAS, this resolution authorizing the award of a contract for "Extraordinary, Unspecifiable Services" along with the proposal submitted by Richard Graver, shall serve as the agreement between the parties and shall be available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 19<sup>th</sup> day of May, 2015, as follows:

1. The Mayor and the Clerk are hereby authorized and directed to execute the attached contract which, along with the terms of this Resolution, as the contract for provision of an "Extraordinary, Unspecifiable Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because this service is specialized and qualitative in nature requiring expertise, extensive training and proven reputation in this field of endeavor

2. A notice of this action shall be published in accordance with law.

Offered by ..... Richard Graver ..... date ..... Suzanne M. Walters, Mayor ..... date .....  
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

(8)

**RESOLUTION**

**Purchase 2015 Ford F-350 Dump Truck – Public Works Department**

**WHEREAS**, there is a need to purchase a new 2016 Ford F-350 Dump Truck for the Public Works Department; and

**WHEREAS**, this vehicle can be purchased from Winner Ford of 250 Berlin Road, Cherry Hill, New Jersey 08034 through State Contract #A88758; and

**WHEREAS**, the maximum amount of the purchase is \$55,142.00 and funds are available for said purchase as evidenced by the Chief Financial Officer’s Certificate attached hereto; and

**WHEREAS**, New Jersey State contract A88758 is available to all political subdivisions of the State and the contract period is from March 19, 2015 to March 18, 2016, and public bids are not required when the purchase is under a State contract in accordance with 40A:11-12 of the Local Public Contracts Law.

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

1. The preamble of this Resolution is hereby incorporated by reference as if set forth here at length.
2. The Chief Financial Officer is hereby authorized and directed to prepare a Purchase Order for approval and forward same upon approval to the appropriate party in accordance with State Contract #A88758 for the purchase of the aforementioned 2016 Ford F-350 Dump Truck.
3. That all Borough officers and/or employees required to approve said Purchase Order are hereby directed to do so forthwith.

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

(9)

# Saint Mary's Episcopal Church

9425 Third Avenue  
Stone Harbor, New Jersey 08247

The Rev. Susan Osborne-Mott, Interim Rector  
The Rev. Ronald Lockhart, Assisting Clergy

Parish Office Phone: 609-368-5922  
Parish Fax Number: 967-1616

May 11, 2015

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

Attention: Mrs. Suzanne Stanford, Borough Clerk

Dear Suzanne:

I am writing on behalf of the Vestry of St. Mary's Episcopal Church to request permission to use the 101<sup>st</sup> Street Beach Pavilion for our summer Saturday evening worship services, "Worship on the Beach," beginning Saturday, July 4 and ending Saturday, August 29, 2015, from 5 pm to 6 pm. We are aware that a 5:00 pm wedding will be held on the pavilion on August 15<sup>th</sup> and will make other arrangements for that Saturday.

Our Certificate of Insurance is enclosed.

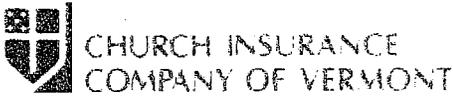
This event has become very popular over the past few years, and we are looking forward to another great summer in Stone Harbor. Please let us know if St. Mary's has the permission of the Borough to use the Pavilion for Summer 2015.

Thank you for your attention.

Sincerely,



Julie Taylor, Parish Administrator  
St. Mary's Episcopal Church



CERTIFICATE OF INSURANCE

The Church Insurance Company of Vermont

May 11, 2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insurer providing coverage: The Church Insurance Company of Vermont

PRODUCER:

The Church Insurance Company of Vermont
210 South Street
Bennington, Vermont 05201-5000

EMAIL: CICVTCerts@cpg.org
FAX: 802-753-1385

INSURED:

St Marys Episcopal Church
9425 3rd Ave
Stone Harbor, NJ 08247-1926

CERTIFICATE HOLDER:

BOROUGH OF STONE HARBOR
9508 SECOND AVE
STONE HARBOR NJ 08247

The policies of insurance listed below have been issued for the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

POLICY NUMBER: VPP0010918 CERTIFICATE EFFECTIVE DATE: 12/1/2014 EXPIRATION DATE: 12/1/2015

Commercial General Liability

Occurrence Form

General Aggregate applies per policy: Limits

EACH OCCURRENCE/AGGREGATE \$1,000,000 Occ/5,000,000 Agg

FIRE DAMAGE (ANY ONE FIRE) \$ 500,000

MEDICAL EXPENSE (ANY ONE PERSON) \$ 15,000

Directors' & Officers' Liability \$1,000,000

Employment Practices Liability \$1,000,000

Commercial Property

LOCATION: 9425 3rd Ave Stone Harbor, NJ 08247-1926

COVERAGE INFORMATION: BLANKET BUILDING AND CONTENTS, REPLACEMENT COST, SPECIAL FORM, THEFT INCLUDED

BLANKET BUILDING & CONTENTS LIMIT: \$2792600

PROPERTY DEDUCTIBLE: \$500

FLOOD DEDUCTIBLE: 2%

OTHER REMARKS: USE OF BEACH PAVILION AT 101ST ST BEACH PAVILION STONE HARBOR FOR SUMMER WORSHIP SERVICE HELD SATURDAYS AT 5-6 PM WITH SET UP AT 4:30 PM AND BREAK DOWN BY 6:30 PM STARTING JULY 4 AND ENDING AUGUST 29, 2015

DISCLAIMER. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed thereon.

CANCELLATION: THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL ENDEAVOR TO GIVE THE ADDITIONAL INTEREST IDENTIFIED 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD EFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR REQUIRED BY LAW.

AUTHORIZED REPRESENTATIVE

ROD WEBSTER

[Handwritten signature of Rod Webster]

(10)



This contract effective on May 14, 2015 by and between Stone Harbor Chamber of Commerce and  
and the Borough of Stone Harbor shall consist of this agreement.

**Client Information**

Client Contacts: Stefanie DeSatnick  
Client Address: 212 96th Street  
Stone Harbor, NJ 08247  
Phone Number(s): 609.846.3041  
Fax Number: N/A  
E-Mail: admin@stoneharborbeach.com

**General Event Information**

Event Name: 16th Annual Turtle Trot 5k/ 2 mile Fun Run  
Date: Sunday, May 24, 2015  
Time Block: 6:45AM- 9:30AM  
Function Space: 95th St & Beach Municipal parking lot (registration & awards  
See attached course map  
Approximate Guest Count: 400  
Fee: \$20 per entry

**Event Details**

1. Client requests police assistance to aid in traffic control and road closing monitoring from First Ave & 96th St to 110th Street and from 110th St to Point parking lot at 122nd St from 7:30am-9:00am.
2. Client requests street barricades, chairs, tables, podium, and traffic cones supplied from DPW. (see attached)
3. Client requests 8x16 stage from DPW (use platforms)
4. Client to contract portable toilets to appease recommended ratios; Borough facilities not sufficient for 400 ppl
5. Client requests DPW to hang vinyl "Turtle Trot" banner on beach shack; Client to supply 48 hours in advance
6. Client requests electricity from SHBP to power timing company
7. Client to notify EMS prior to their event; Client does not require EMS to be on-site

**Payment Schedule**

Item	Qty	Price	Subtotal	Tax	Total
Late Application Review Fee (non-refundable)	1	\$ 75.00	\$ 75.00	- \$	75.00
Chamber of Commerce Event Fees	1	\$ 60.00	\$ 60.00	- \$	60.00
				Event Total	\$135.00
			Check #7691	Less Deposits	\$135.00
			Final payment due upon contract signing	<b>Total Due</b>	<b>\$0.00</b>

**Special Notes**

1. Copies of advertisements used to promote the event are not mandatory but appreciated.
2. Client is responsible for providing proof of insurance following Borough Council approval of event on May 19, 2015.



## Section 275-2 Regulations

1. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
2. Applicants are strongly encouraged to complete and submit the Special Event Permit on Public Lands Application at least 60 days prior to the event to allow adequate time for review. Failure to do so could result in a denial of the application.
3. No special event shall be held on public lands pursuant to this article until a special event permit has been issued by the Borough Clerk.
4. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
5. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
6. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is included in this Application.
7. Application will not be approved unless the following documentation is attached: Written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.
8. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
9. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.
10. All Applications for Festivals, Parades, Sporting Events and Special Request must include a proposed site plan. Final site plan must be made available to Clerk 30 Days prior to the event for a final Event Permit to be issued.
11. All Event Planners are subject to meeting with Recreation Department, Public Works & Public Safety 30 Days Prior to the Event for the final Event Permit to be issued.
12. All Events 4 hours and longer must provide a schedule of activities.

This contract is legally binding on the parties hereto. This written contract constitutes the entire agreement between the parties. This contract may only be amended in writing. I agree to the above information and all items found on the reverse and in any event-specific addendums to this contract.

Approved (Client's Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: May 14, 2015

# Turtle Trot ~~2014~~ 2015

## Beach Shack Set-up

- old PA System
- 8 tables 8 chairs
- 8 yellow trash cans
- 2 Blue cans - for water
- 2 tents with weights

## Water Station

- 111<sup>th</sup> st + 2nd ave
- 1 table
- 2 yellow cans
- 1 Blue can for water

## Course

- 3 cones with Arrows
  - 109<sup>th</sup> + 1<sup>st</sup> - West Bound
  - 109<sup>th</sup> + 2nd - South Bound
  - 123<sup>rd</sup> + 2nd - W turn around End of 2nd ave
  - 111<sup>th</sup> + 2nd - East Bound
  - 111<sup>th</sup> + 1<sup>st</sup> - North Bound

Street Closings over →



This contract effective on May 14, 2015 by and between Stone Harbor Chamber of Commerce and  
and the Borough of Stone Harbor shall consist of this agreement.

**Client Information**

Client Contacts: Marnie Lengle  
 Client Address: 212 96th Street  
 Stone Harbor, NJ 08247  
 Phone Number(s): 609.368.6101  
 Fax Number: N/A  
 E-Mail: admin@stoneharborbeach.com

**General Event Information**

Event Name: Get In Gear Bike Event  
 Date: Saturday, June 13, 2015  
 Time Block: 8:00AM-5:00PM  
 8:00AM set-up / 9:00AM Event Begins / Event end by 5:00PM  
 Function Space: SH Chamber Welcome Center will be satellite registration center for event in conjunction  
 with Burke Motors Group  
 Approximate Guest Count: 300  
 Entry Fee: \$25 adults / \$5 students

**Event Details**

1. Families to serious riders will ride to raise money for local scholarships. Proceeds will benefit SH Chamber Scholarship fund awarded to an MTHS Graduate from Stone Harbor and local rotary scholarships to student of choice.
2. Individuals can ride leisurely or seriously from (2) starting points; SH Welcome Center or Burke Motor Group on SH Blvd. Riders will receive lunch vouchers and other perks at SH businesses
3. Race distance is unlimited and there is no designated route; "ride as you'd like"
4. Free parking zones nor lots will not be reserved for event; riders will be directed to public restrooms
5. This event requires no use of Borough resources

**Payment Schedule**

Item	Qty	Price	Subtotal	Tax	Total
Late Application Review Fee (non-refundable)	1	\$ 75.00	\$ 75.00	-	\$ 75.00
				Event Total	\$75.00
			Check #7701	Less Deposits	\$75.00
			Final payment due upon contract signing	<b>Total Due</b>	<b>\$0.00</b>

**Special Notes**

1. Copies of advertisements used to promote the event are not mandatory but appreciated.



## Section 275-2 Regulations

1. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
2. Applicants are strongly encouraged to complete and submit the Special Event Permit on Public Lands Application at least 60 days prior to the event to allow adequate time for review. Failure to do so could result in a denial of the application.
3. No special event shall be held on public lands pursuant to this article until a special event permit has been issued by the Borough Clerk.
4. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
5. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
6. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is included in this Application.
7. Application will not be approved unless the following documentation is attached: Written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.
8. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
9. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.
10. All Applications for Festivals, Parades, Sporting Events and Special Request must include a proposed site plan. Final site plan must be made available to Clerk 30 Days prior to the event for a final Event Permit to be issued.
11. All Event Planners are subject to meeting with Recreation Department, Public Works & Public Safety 30 Days Prior to the Event for the final Event Permit to be issued.
12. All Events 4 hours and longer must provide a schedule of activities.

This contract is legally binding on the parties hereto. This written contract constitutes the entire agreement between the parties. This contract may only be amended in writing. I agree to the above information and all items found on the reverse and in any event-specific addendums to this contract.

Approved (Client's Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: May 14, 2015

## Street Closings

- 1 Barricade 2 cones

- 94<sup>th</sup> + 1<sup>st</sup> South Bound "Detour West"

- 95<sup>th</sup> + 1<sup>st</sup> South Bound "Road closed"

- 96<sup>th</sup> + 1<sup>st</sup> East & West Bound "Road closed"

- 97<sup>th</sup> + 1<sup>st</sup> North Bound "Road closed"

- 98<sup>th</sup> + 1<sup>st</sup> North Bound "Detour West"

- 96<sup>th</sup> + Seng East Bound "Detour South"



This contract effective on May 14, 2015 by and between Harbaugh Developers and the Borough of Stone Harbor shall consist of this agreement.

#### Client Information

Client Contacts: Amanda Von Ahnen  
Client Address: 9727 3rd Avenue  
Stone Harbor, NJ 08247  
Phone Number(s): 856.381.6812  
Fax Number: N/A  
E-Mail: amanda@harbaughdevelopers.com

#### General Event Information

Event Name: Harbaugh Developers 3rd annual Sand Castle Building Demonstration & Contest  
Date: Sunday, July 05, 2015  
Time Block: 9:00AM - 3:00PM  
9:00AM Demo; 11:00AM Contest begins; 1:00PM Judging; 2:30PM Cleanup  
Function Space: 96th Street beach close to dune fencing  
Approximate Guest Count: Unknown # of participants

#### Event Details

1. Event to take place at 96th Street beach
2. John Gowdy to demonstrate at 9:00AM
3. Contest begins at 11:00AM
4. Judging at 1:00PM followed by awards at 2:00PM
5. Request pile of sand size of a vehicle; DPW to setup access to water

#### Payment Schedule

Item	Qty	Price	Subtotal	Tax	Total
Application Review Fee (non-refundable)	1	\$ 50.00	\$ 50.00	-	\$50.00
Pile of Sand	1	\$ 200.00	\$ 200.00		\$200.00
				Event Total	\$250.00
				Less Deposits	\$0.00
				<b>Total Due</b>	<b>\$250.00</b>

*Check 014733*  
*Final payment due upon contract signing*

#### Special Notes

N/A



## Section 275-2 Regulations

1. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
2. Applicants are strongly encouraged to complete and submit the Special Event Permit on Public Lands Application at least 60 days prior to the event to allow adequate time for review. Failure to do so could result in a denial of the application.
3. No special event shall be held on public lands pursuant to this article until a special event permit has been issued by the Borough Clerk.
4. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
5. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
6. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is included in this Application.
7. Application will not be approved unless the following documentation is attached: Written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.
8. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
9. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.
10. All Applications for Festivals, Parades, Sporting Events and Special Request must include a proposed site plan. Final site plan must be made available to Clerk 30 Days prior to the event for a final Event Permit to be issued.
11. All Event Planners are subject to meeting with Recreation Department, Public Works & Public Safety 30 Days Prior to the Event for the final Event Permit to be issued.
12. All Events 4 hours and longer must provide a schedule of activities.

This contract is legally binding on the parties hereto. This written contract constitutes the entire agreement between the parties. This contract may only be amended in writing. I agree to the above information and all items found on the reverse and in any event-specific addendums to this contract.

Approved (Client's Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: May 14, 2015



This contract effective on April 14, 2014 by and between Philadelphia-Whitemarsh RFC and the Borough of Stone Harbor shall consist of this agreement.

### Client Information

Client Contacts: Stephen Siano  
Client Address: 63 W. Lancaster Ave Suite 4  
Ardmore, PA 19003  
Phone Number(s): (610) 389-4474  
Fax Number: N/A  
E-Mail: [siano@4x3.net](mailto:siano@4x3.net)

### General Event Information

Event Name: Surfside Sevens  
Date: Saturday, July 19, 2014 - Sunday, July 20, 2014  
Time Block: 7:00AM-8:00PM (Sat & Sun)  
7:00AM - set up tents and teams arrive/8:00AM- 6:00PM - Match Play  
6:00PM - 8:00PM Trophy presentation and post match gathering at Recreation building  
Function Space: 80th Street Recreation Fields (see map)  
Approximate Guest Count/Admission Fee: 800 / n/a

### Event Details

1. Borough to provide trash receptacles Saturday and Sunday; Client to police their own waste on Borough grounds.
2. Require electric from 1st ave outlet for small speaker system, QSC K12 speakers, and charging of devices throughout the day. Amount of amps unknown; has been enough in previous years
3. Event utilizes the 2 existing portable toilets by skate park; Client must contract private contractor to provide at least four (4) additional portable toilets.
4. Client to provide and setup pop-up tents morning of event on recreation field (corner of 80th st and 1st ave)
5. Client to notify EMS prior to their event; Client does not require EMS to be on-site
6. Client is responsible for lining the fields and providing/setup all necessary equipment
7. The following Borough resources are **NOT** required; stages/stands, generators/compressors, water, barricades, temporary structures, police assistance, road closures, parking assistance, transportation, nor propane/generators.

### Payment Schedule

Item	Qty	Price	Subtotal	Tax	Total
Application Review Fee (non-refundable)	1	\$ 50.00	\$ 50.00	- \$	50.00
Use of 80th St fields (Sat & Sun)	2	\$ 500.00	\$ 1,000.00	- \$	1,000.00
Use of Recreation Building (Sat. only)	1	\$ 300.00	\$ 300.00	- \$	300.00
				Event Total	\$1,350.00
				Less Deposits	\$900.00
				<b>Total Due</b>	<b>\$450.00</b>

*Final payment due upon contract signing*

### Special Notes

1. Copies of advertisements used to promote the event are not mandatory but appreciated.



## Section 275-2 Regulations

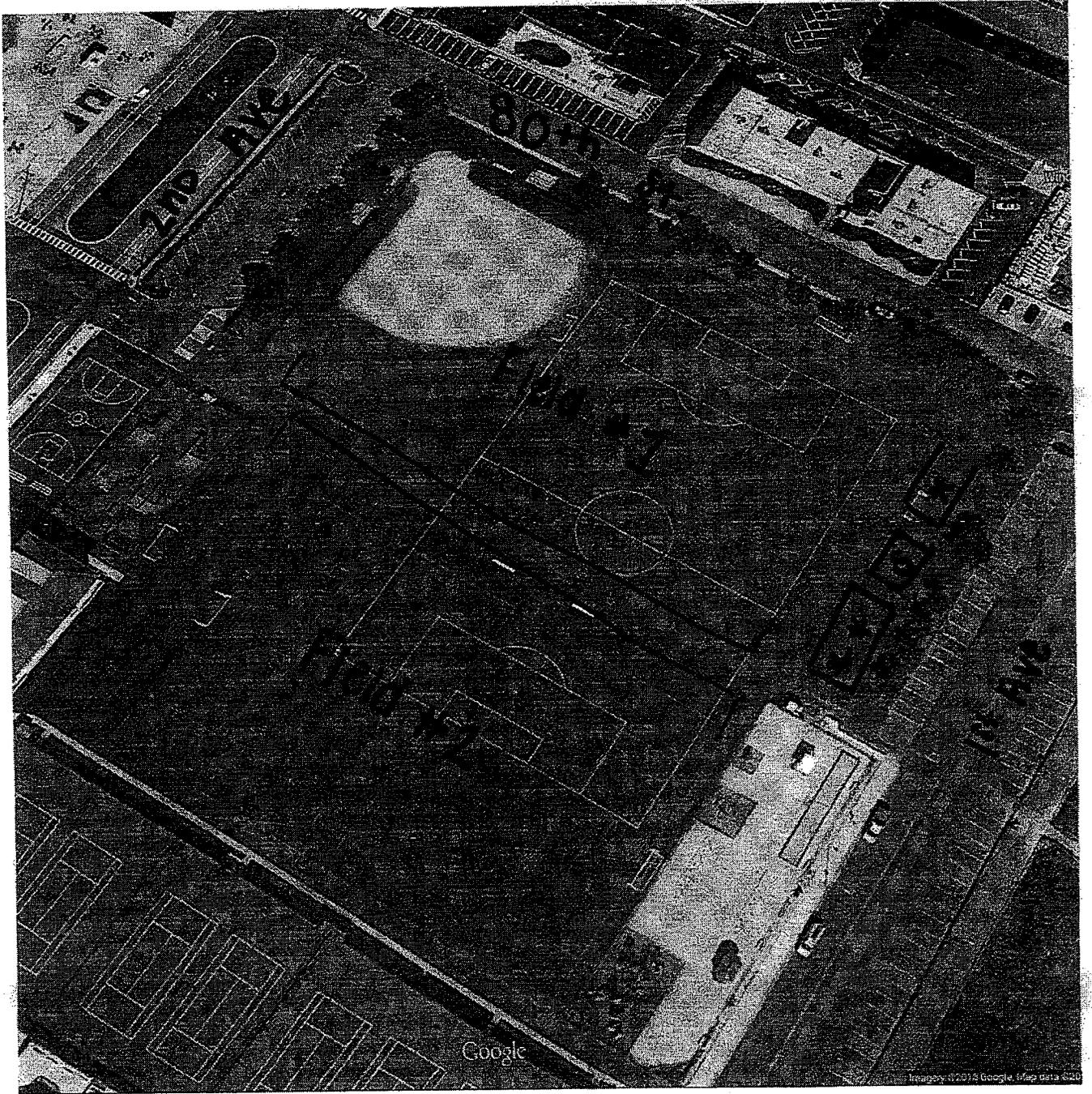
1. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
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4. The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is included in the Special Event Application.
5. Application will not be approved unless the following documentation is attached: Written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.
6. The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
7. Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.
8. All Applications for Festivals, Parades, Sporting Events and Special Request must include a proposed site plan. Final site plan must be made available to Recreation Director 30 Days prior to the event for final approval.
9. All Event Planners are subject to meeting with Recreation Department, Public Works & Public Safety 30 Days prior to the event for final review and approval.
10. All Events 4 hours and longer must provide a schedule of activities.

This contract is legally binding on the parties hereto. This written contract constitutes the entire agreement between the parties. This contract may only be amended in writing. I agree to the above information and all items found on the reverse and in any event-specific addendums to this contract.

Approved (Client's Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: April 14, 2014



\* = VENDOR SPACE  
\*\* = Tent for Sevens Sports (merch, check in, etc)  
S = stage



This contract effective on May 14, 2015 by and between Robert Hicks and  
and the Borough of Stone Harbor shall consist of this agreement.

### Client Information

Client Contacts: Robert Hicks  
Client Address: 134 Peyton Ave  
Haddonfield, NJ 08109  
Phone Number(s): 856.465.7321  
Fax Number: N/A  
E-Mail: [RHRec1@aol.com](mailto:RHRec1@aol.com)

### General Event Information

Event Name: Stone Harbor Triathlon  
Date: Sunday, July 19, 2015  
Time Block: 5:30AM-9:00AM  
Function Space: See attached course map  
Approximate Guest Count: 250

### Event Details

1. Client requests police assistance to aid in traffic control and road closing monitoring.
2. Client requests street barricades, tables, trash receptacles and traffic cones supplied from DPW.
3. Client to contract portable toilets to appease recommended ratios; Delivery to YCSH
4. Client do not require electricity, generator, nor compressor for timing company
5. Client to notify EMS prior to their event; Client requests EMS be on site at 89th and Sunset/ and 96th St Firehouse

### Payment Schedule

Item	Qty	Price	Subtotal	Tax	Total
Application Review Fee (non-refundable)	1	\$ 50.00	\$ 50.00	\$ -	\$50.00
Triathlon Event Fee	1	\$ 500.00	\$ 500.00	\$ -	\$500.00
				Event Total	\$550.00
				Less Deposits	\$550.00
				<b>Total Due</b>	<b>\$0.00</b>

*pd chk #2506*

*Final payment due upon contract signing*

### Special Notes

1. Copies of advertisements used to promote the event are not mandatory but appreciated.



## Section 275-2 Regulations

1. No special event shall be held on public lands pursuant to this article without the approval of the governing body.
2. No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
3. The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
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8. All Applications for Festivals, Parades, Sporting Events and Special Request must include a proposed site plan. Final site plan must be made available to Recreation Director 30 Days prior to the event for final approval.
9. All Event Planners are subject to meeting with Recreation Department, Public Works & Public Safety 30 Days prior to the event for final review and approval.
10. All Events 4 hours and longer must provide a schedule of activities.

This contract is legally binding on the parties hereto. This written contract constitutes the entire agreement between the parties. This contract may only be amended in writing. I agree to the above information and all items found on the reverse and in any event-specific addendums to this contract.

Approved (Client's Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: May 14, 2015

# Stone Harbor Triathlon course map

**POINTS OF INTEREST**

1	Borough Hill	5	Lutheran Church
2	City Sanctuary	9	Yacht Club of Stone Harbor
3	Information Center	10	Municipal Fishing Pier & Marina
4	Tennis Courts, Playground, Basketball	11	Playgrounds
5	Tennis Courts, Playground, Baseball	12	Villa, Marfa
6	Catholic Church	13	Wedding Banquet
7	Episcopal Church	14	Public Restrooms

Business Districts (Shaded Areas) 15 Stone Harbor Beach Patrol

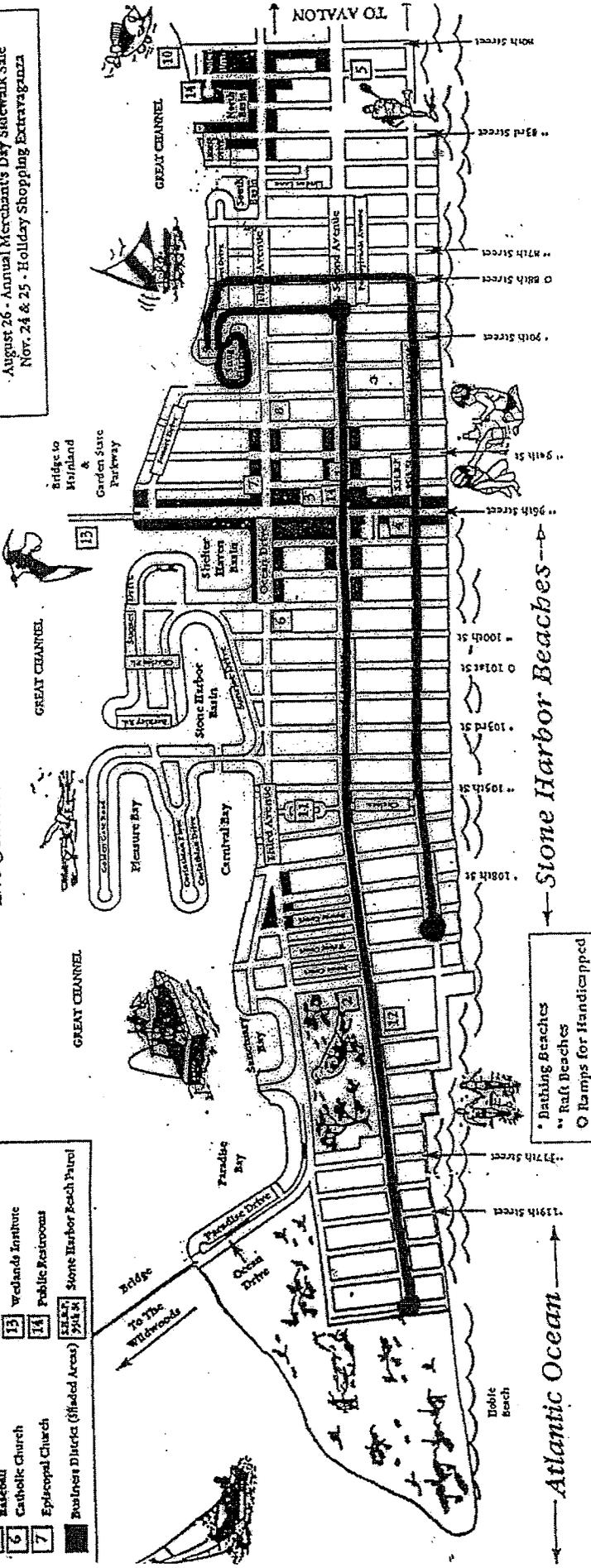
**STONE HARBOR MERCHANTS**

**"SPECIAL EVENTS"**

May 6 & 7 - 7th Annual "Sail Into Summer" Festival  
 July 4 - Independence Day Celebration  
 August 26 - Annual Merchant's Day Stroll/Sale  
 Nov. 24 & 25 - Holiday Shopping Extravaganza

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

*"The Seaside At Its Best"*



Swim - Stone Harbor YC - Sang Harbor, lagoon - (1/4 mi)

Bike - Out Back from SHYC w/ 3 loops along (11 mi)  
 Second Ave - 89th to 122nd streets  
 Run - Out Back from SHYC w/ 1 loop along  
 First Ave - 88th to 109th streets



**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

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

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

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

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

1. *Matters Relating to the Purchase, Lease or Acquisition of Real Property with Public Funds*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on May 19, 2015 that an Executive Session closed to the public shall be held on May 19, 2015 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

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

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

Offered by ..... Seconded by.....

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

.....

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

Borough Clerk

.....  
Mayor