

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

AGENDA	Regular Meeting
MONDAY	December 17, 2013
	4:30 PM

PRESENTATION – Southern Shore Energy Aggregation Program

OLD BUSINESS

None

NEW BUSINESS:

Resolution – Transfer (1) Mastrangelo

Resolution – Agreement - Jersey Shore Pops (2) Davies-Dunhour

Resolution – Agreement - Mixed Signals Audio (3) Kramar

Resolution – Summer Officers Appoint SLEO II Officers (4) Carusi

Resolution – Reimburse performance & maintenance surety – Sidewalks (5) Kramar

Resolution – Refund Utility Overpayment (6) Lane

Resolution – Date Change to Contract - Dispatch (7) Carusi

Resolution – Authorize Mayor to sign Lomax Proposal Dune Vegetation Management Plan (8) Rich

Resolution - Authorize Mayor to sign Professional Services Wetlands (9) Rich

Resolution – Cricket Refund (10) Mastrangelo

DISCUSSION

Resolution – Closed Session – Personnel & Purchase of Real Property (11) Mastrangelo

Resolution – Purchase of Property (12) Mastrangelo

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**AUTHORIZING THE ACCEPTANCE OF A JERSEY SHORE POPS 2014
PERFORMANCE AGREEMENT**

WHEREAS, the Borough of Stone Harbor is desirous of having a Concert Series in connection with the Stone Harbor 100th Anniversary Celebration; and

WHEREAS, Jersey Shore Pops Concerts, 88 Route 610, Petersburg, N.J. 08270 has submitted a proposed agreement for four (4) scheduled concerts, July 1, 2014, July 15, 2014, July 29, 2014 and August 12, 2014 at Stone Harbor Locations to be decided; and

WHEREAS, the cost of the contract is \$ 28,000, deposit of \$12,000 and the Chief Financial Officer has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, assembled this 17th day of December, 2013, that the contract agreement aforementioned, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved by the Borough of Stone Harbor;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute said proposal on behalf of the Borough of Stone Harbor.

Offered by Seconded by.....

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

Borough Clerk

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

Mayor

Jersey Shore Pops Concerts

88 Route 610, Petersburg, New Jersey, 08270

Email: Nick@JerseyShorePops.org

www.JerseyShorePops.org

Phone: 609 628-4544 or 609 602 1802

JERSEY SHORE POPS 2014 PERFORMANCE AGREEMENT

STONE HARBOR CENTENNIAL CELEBRATION CONCERT SERIES 2014

This AGREEMENT is made on this day September 5, 2013 _ between **THE JERSEY SHORE POPS** (hereinafter referred to as ARTIST), whose address is 88 Route 610 Petersburg NJ, 08270 and **BOROUGH OF STONE HARBOR** located at 9508 Second Ave.(Hereinafter referred to as Purchaser) Both parties agree to the following conditions:

1. Purchaser's Contact Information:

Contact Name: JIM FISHER, CENTENNIAL COMMITTEE CHAIR

Company Name: BOROUGH OF STONE HARBOR

Address: 9508 Second Ave.

City: Stone Harbor

State/Zip: New Jersey

Phone: 609 368-5102

FAX:

Email Address:

2. Place of Engagement:

Venue Name: STONE HARBOR LOCATION

Venue Address: Parking Lot located at

3. PERFORMANCE SCHEDULE:

For the agreed upon fee, the ARTIST will provide a big band orchestra 2 hour concert with members of The Jersey Shore Pops and a well known headliner front for a series of 4 concerts on the following dates.

BILLING : All publicity materials and advertisements will include the following billing for the ARTIST

Linda Gentile &THE JERSEY SHORE POPS

Tuesday, July 1, 2014, 7:00 PM- 9:00 PM : **Music of the 40's: BIG BAND BASH**

Tuesday, July 15, 2014, 7:00 PM- 9:00 PM: **MUSIC of THE 50's: FAB FIFTIES**

Tuesday, July 29, 2014, 7:00 PM- 9:00 PM **MUSIC of THE 60'S: SWINGIN SIXTIES**

Tuesday, August 12, 2014, 7:00 PM- 9:00 PM: **MUSIC of THE 70's: SIZZLIN 70'S**

Jersey Shore Pops Concerts

88 Route 610, Petesrburg, New Jersey, 08270

Email: Nick@JerseyShorePops.org

www.JerseyShorePops.org

Phone: 609 628-4544 or 609 602 1802

4. Total Compensation to be Paid: \$28,000

5. Deposit Amount: \$ 12,000

Due Date: February 1, 2014

8. Balance of Guarantee : \$16,000

Payment 1: Due Date: July 11, 2014

Payment 2: Due Date: August 11, 2014

9. **PURCHASER** will provide a changing room in close proximity to the venue location and water, coffee and 2 dozen donuts or pastries for 13-15 people prior to performance in this area or near facility.

10. **PURCHASER** will provide a room from 2:00 PM to 9:00 PM for musicians to change and rehearse if possible. Electricity for basic sound system will be needed for this rehearsal venue.

11. **PURCHASER** will provide the risers and sound system, lighting for performance. The sound system will be standard for all performances.

12. **PURCHASE** will provide the stage risers (tech rider specs are attached) with tarp to cover the stage dimensions.

Technical Rider will follow that will follow standard equipment available from the sound company that they contract with.

11. Checks made payable to: **THE JERSEY SHORE POPS ORCHESTRA**

FEDERAL TAX ID : 20-466-0952

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

By: _____ Date _____
NICK HOLLAND
PRESIDENT Jersey Shore Pops
HARBOR

By: _____ Date _____
BOROUGH OF STONE



BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247

TELEPHONE (609) 368-5102
FAX (609) 368-2619

I hereby certify that funds are available for
EUS-100th Anniversary Concert Series

As per Resolution No. 2013-S- .

Vendor: Jersey Shore Pops
Amount: \$ 28,000.00

Line Item: 100th Anniversary Fund

James Nicola 12/11/13

James Nicola
Director of Finance/CFO

"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102
WWW.STONE-HARBOR.NJ.US

(3)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT – MIXED SIGNAL AUDIO

WHEREAS, the Borough of Stone Harbor is desirous of having a Concert Series in connection with the Stone Harbor 100th Anniversary Celebration; and

WHEREAS, Mixed Signal Audio, 309 Rt. 9 South, Cape May, N.J. 08204 will provide all necessary audio, lighting and stage equipment for the Jersey Shore Pops Concerts for four (4) scheduled concerts, July 1, 2014, July 15, 2014, July 29, 2014 and August 12, 2014 at Stone Harbor Locations to be decided; and

WHEREAS, the cost of the contract is \$ 7,500, and the Chief Financial Officer has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, assembled this 17th day of December, 2013, that the contract agreement aforementioned, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved by the Borough of Stone Harbor;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to execute said proposal on behalf of the Borough of Stone Harbor.

Offered by Seconded by.....

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

.....
Borough Clerk

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

.....
Mayor

Mixed Signal Audio

309 Rt. 9 S., Cape May, NJ 08204

(609)408-9770

Date: 11/19/13

To Liz Hargett:

This agreement is for events scheduled to take place on 7/1/14, 7/15/14, 7/29/14 & 8/12/14. Events will take place in a Borough parking lot. If we have rain the venue will be changed to Stone Harbors elementary school.

Mixed Signal Audio will provide all necessary audio, lighting and stage equipment. See attached Equipment Rider.

The hours of entertainment are ? to ?. The event is scheduled as follows:
Event times are yet to be determined.

Mixed Signal Audio will also provide the following specialists:

- 1 F.O.H. Engineers
- 1 Lighting Engineer
- 1 Stage Technician

The hours of service are 2 pm to ?. Our crew will arrive 1 day prior to each event date in order to set the stage and 3 hours before start of event to set up the P.A. and lights and depart 2 hours after end time.
Balance is due within 30 days of job completion.

Sound:	\$3,600
Lights:	\$1,600
Stage:	\$2,300
SubTotal:	\$7,500
25% deposit:	-\$1,875
Total:	\$5,625

Amount due after 7/01/14	\$1,406.25
Amount due after 7/15/14	\$1,406.25
Amount due after 7/29/14	\$1,406.25
Amount due after 8/12/14	\$1,406.25

All checks are to be made payable to Mixed Signal Audio.

Jersey Shore Pops Concerts

88 Route 610, Petesrburg, New Jersey, 08270

Email: [Nick @JerseyShorePops.org](mailto:Nick@JerseyShorePops.org)

www.JerseyShorePops.org

Phone: 609 628-4544 or 609 602 1802

SOUND REQUIREMENT TECHNICAL RIDER

Buyer to provide high quality professional sound system, console with appropriate tech operators. Sound requirements (please contact us if anything is not possible and we will modify) are as follows:

7 MICROPHONES (prefer at least quality of Shure SM 58s.)

- * 1 CORDLESS FOR HEADLINE ARTIST
- * 1 CORDLESS WITH BOOM ON LEFT OF PIANO
- * 1 CORDLESS FOR CONDCUTOR
- * 2 LAVELEER MIRCOPHONES FOR FLUTE, CLARINET PLAYERS
- * 1 BASS MIRCOPHONE on BOOM STAND.
- * 1 OFF STAGE ON STAND MICROPHONE

3 DIRECT BOX: Guitar, Bass, Keyboard

3 MONITERS on stage (see stage plot)

SOUND MIXER & AMP (min. 24 Channel Board with reverb in monitors.)

HOUSE SPEAKERS: sufficient for house needs.

STAGE IS TO BE SET AND READY FOR SOUND CHECK AT 5:00PM

LIGHTING REQUIREMENTS

STANDARD OVERHEAD STAGE LIGHTING WITH PINK GELS IF AVAILABLE.

STAGE REQUIREMENTS

Riser with stair case in middle of at least 2 steps or appropriate sizing for easy access to be approximately 26 Feet Wide, and 18 feet deep. If possible, back 8 feet to be 4 to 8 inches higher than front 8 feet.



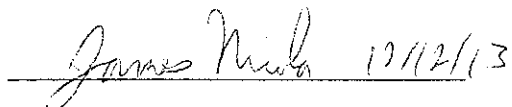
BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247

TELEPHONE (609) 368-5102
FAX (609) 368-2619

I hereby certify that funds are available for
EUS-Lighting for Jersey Shore Pops
As per Resolution No. 2013-S-_____.

Vendor: Mixed Signal Audio
Amount: \$ 7,500.00

Line Item: 100th Anniversary Fund

 12/12/13

James Nicola
Director of Finance/CFO

"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102
WWW.STONEHARBOR.NJ.US

(4)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the following be appointed as SLEO II Officers, with the Stone Harbor Police Department effective December 7, 2013.

Matthew Kochis
Daniel Grundtisch

Offered by Seconded by.....

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

.....

Borough Clerk

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

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

WHEREAS, the following submitted Performance and Maintenance Surety for sidewalk, curb or driveway replacements; and

WHEREAS, none of the fees were used in conjunction with the projects, and

WHEREAS, the Zoning Officer has requested and approved the return of the fees.

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

- 1. That the sum of \$ 2,460 be refunded to DL Miner for 10008 Second Avenue (Valucci).
- 2. That the sum of \$ 1,165 be refunded to Mike Rennie for 268 – 106th Street (O/Mara).

Offered by Seconded by.....

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

Borough Clerk

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

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

AUTHORIZING REFUND OF OVERPAID UTILITY FEE

WHEREAS, on November 15, 2013 LLC, the owner of 9832 Third Avenue (3 units) paid the 4th quarter water/sewer charges due in the amount of \$400.50 ; and

WHEREAS, on December 9, 2013 the tenant at this property, Jay’s on Third Restaurant, also made a payment in the same amount; and

WHEREAS, the owner, Marmora Enterprises LLC, 121 Johnson Road, Turnersville, N.J. 08012 is requesting reimbursement on this account and the reimbursement has been approved by the Utilities Collector.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough Stone Harbor in the County of Cape May, State of New Jersey, duly assembled in public session this 17th day of December , 2013, that, the preamble of this Resolution is hereby incorporated by reference as if set forth at length;

BE IT FURTHER RESOLVED that, the Chief Financial Officer and all other necessary Borough employees at his direction, are hereby authorized to effectuate a refund in the amount of \$ 400.50 to Marmora Enterprises LLC.

Offered by Seconded by.....

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

Borough Clerk

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

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(1)

RESOLUTION

WHEREAS, the Borough of Stone Harbor at a duly constituted meeting of Mayor and Council on November 18, 2013 voted upon and passed Resolution 2013-S-178 authorizing an agreement for shared services for all emergency and non emergency dispatch calls for the Borough of Stone Harbor and the Borough of Avalon; and

WHEREAS, in the agreement the effective date for the agreement to take effect is January 1, 2014; and

WHEREAS, Stone Harbor has been notified that Verizon cannot switch 911 calls until January 6, 2014.

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

- 1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
- 2. That Resolution 2013-S-178, passed by Borough Council as set forth above is hereby amended by changing the date to take effect from January 1, 2014 to January 6, 2014.

Offered by Seconded by.....

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

Borough Clerk

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

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(9)

RESOLUTION

Authorizing the Mayor to Sign
Proposal for Dune Vegetation Management Plan and Jurisdictional Determination

WHEREAS, the Lomax Consulting Group has offered a Proposal which includes the Development of a Dune Vegetation Management Plan and NJDEP CAFRA Jurisdictional Determination Request for the Borough of Stone Harbor, New Jersey ; and

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Proposal, a copy of which is attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor, Suzanne M. Walters be and hereby is authorized to sign the attached Proposal from Lomax Consulting Group on this 17th day of December, 2013.

Offered by Seconded by.....

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

.....

Borough Clerk

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

.....
Mayor



P. O. BOX 9 (MAILING)
1435 ROUTE 9 NORTH (DELIVERY)
CAPE MAY COURT HOUSE, NJ 08210, USA

609-465-9857 (P)
609-465-2449 (F)
WWW.LOMAXCONSULTING.COM

Joseph L. Lomax, Partner
(609) 465-9857 ext. 17
jlomax@lomaxconsulting.com

PROPOSAL - *CONFIDENTIAL
November 25, 2013

Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247
Attn: Jill Gougher, Borough Administrator

RE: **Proposal:** Dune Vegetation Management Plan and Jurisdictional Determination
Borough of Stone Harbor, Cape May County, NJ
TLCG File #: 12-782

Dear Ms. Gougher:

The Lomax Consulting Group, LLC (hereafter "**TLCG**") welcomes the opportunity to provide environmental consulting services pursuant to a Request for Proposal by the Borough of Stone Harbor (hereafter "**Client**") consistent with standards established by New Jersey Department of Environmental Protection (NJDEP). The Environmental Consulting Services Proposal (hereafter "**Agreement**") is submitted pursuant to discussions and meetings with the Borough's Natural Resources Committee in order to prepare a Dune Vegetation Management Plan and Approval Process (see Attachment).

SCOPE: It is expected that the scope of work of TLCG will include the following:

PART 1. DEVELOPMENT OF DUNE VEGETATION MANAGEMENT PLAN (Outline Section I and Section II A – E)

Tasks under PART 1 include:

- 1) Prepare statement of value of dunes and dune vegetation.
- 2) Prepare statement of issues.
- 3) Prepare Dune Vegetation Management Plan.
- 4) Identify vegetation management standards during one (1) work session with the Borough Natural Resources Committee.
- 5) Finalize Dune Vegetation Management Plan.

PART 2. NJDEP CAFRA JURISDICTIONAL DETERMINATION REQUEST

Tasks under PART 2 include:

- 1) Communications with the Client/NJDEP in preparation of Jurisdictional Determination Request.
- 2) Site investigation to assemble data and provide photo-documentation in support of the Jurisdictional Determination Request.
- 3) Preparation/submission of Jurisdictional Determination Request with attachments to the NJDEP to confirm that the proposed project will not be regulated under the Coastal Area Facilities Review Act.
- 4) Tracking of the Jurisdictional Determination request through NJDEP Application Support Section and communication/tracking with NJDEP Project Manager.
- 5) Review of issued Jurisdictional Determination for regulatory implications to the project.

Over 35 years of environmental excellence

PART 3. MEETINGS

Tasks under PART 3 include:

- 1) Two (2) meetings with the Natural Resources Committee for approval/adoption of the Dune Vegetation Management Plan.
- 2) One (1) presentation to the Borough Council to present the Dune Vegetation Management Plan and Plan Approval Process for adoption.
- 3) One (1) Meeting) with the Borough Administrator and/or Solicitor, to integrate the Dune Vegetation Management Plan into appropriate Borough ordinances.

FEES

Consulting Services, as described herein, will be billed as follows:

Part 1 Lump Sum Fee: \$1,500.00

Part 2 Lump Sum Fee: \$ 750.00

Part 3 Lump Sum Fee: \$1,750.00

TERMS

The Client hereby agrees to the following terms:

- 1) Retainer: Waived.
- 2) Direct expenses (e.g., postage, reproduction, printing, etc.) are included in the above fees for PARTS 1, 2 and 3 will be invoiced monthly with consulting fee for reimbursement, respectively. By agreement, the Borough of Stone Harbor will provide publication and reproduction of draft and final documents for distribution, if desired.
- 3) Billing based on percent completion.
- 4) Payment is due upon receipt of invoice.
- 5) Interest is charged at a monthly rate of 1.0% on accounts beyond 30 days past due.
- 6) The Client further agrees that any costs borne by TLCG for collection of invoices over 30 days, including but not limited to attorney's fees and court costs, will be paid by the Client. Both parties agree that any invoices 30 days past due are cause for cessation of any on-going professional services, and suspension of any agreed due date for the Scope of Services.
- 7) Any additional requests from regulatory/agencies/governmental entities, not previously and specifically identified during pre-application communication, issues resulting from newly adopted and/or emerging regulation that impact project design/permitting will be billed on a time and materials basis consistent with TLCG standard rates.
- 8) Any additional consulting services not specifically identified in the above PARTS are considered "out of scope" and will be billed on a time and materials basis consistent with TLCG standard rates.

CONDITIONS

It will be the Client's responsibility to provide to TLCG the following information:

- 1) Base Map of Borough with existing conditions survey overlay, if available, from Borough Engineer

While TLCG will diligently pursue the scope of services on behalf of the Client, TLCG is not responsible for any agency schedules and/or delays, nor does TLCG assure the issuance of a permit by any regulatory agency or the feasibility of a project as defined by the Client. If the progress of this work is impeded by public controversy or agency inefficiency or loss of documents/file, the additional time required in dealing with these issues would be billed on a time and material basis. If the scope of the project or new/revised regulations requires significant changes in the scope or standards or report content, the additional cost to complete the work will be billed on a time and material basis.

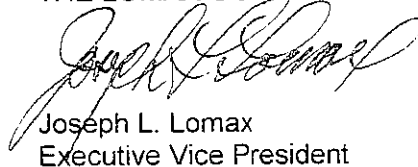
If suspension of work on this project occurs for a significant time period (greater than 6 months), we reserve the right to revise the uncompleted portions of this proposal based on any change to

our rate structure, which may have occurred. TLCG reserves the right to adjust its standard rates on a one time annual basis.

Failure to meet Terms and Conditions, stated herein, represent cause to terminate this Agreement. Should our work on the project or the project itself be terminated prior to completion, we shall be paid for the work completed to the time of termination. This Agreement is valid for a period of thirty days (30) from the above date. In order to authorize commencement of TLCG consulting services on the project, the attached *Authorization Statement* must be completed and returned with an original signature, date, name, title and company to TLCG accompanied by the referenced retainer.

If you have any questions or wish to discuss the scope of services and/or fee or payment arrangements, please do not hesitate to contact our office.

Very truly yours,
THE LOMAX CONSULTING GROUP, LLC



Joseph L. Lomax
Executive Vice President

Attachment

AUTHORIZATION STATEMENT

I, authorized representative for the Borough of Stone Harbor ("**Client**"), have read the above Agreement and understand its Scope, Fees, Terms and Conditions, and authorize The Lomax Consulting Group, LLC ("**TLCG**") to proceed with the Scope of Services as outlined in the above Agreement, Proposal dated November 25, 2013. The Client, its/his successors and/or assignees agree to pay TLCG for environmental consulting services as indicated in the Fees, Terms and Conditions sections above.

The below signed hereby certifies that he/she represents the Client and is authorized to enter into this Agreement and agrees to abide by the Proposal Fees, Terms and Conditions set forth above herein.

Authorized by:

Name:
Title:
Borough of Stone Harbor

Date

Attest:

Joseph L. Lomax
Executive Vice President, TLCG

Date



THE LOMAX CONSULTING GROUP
Memorandum

November 25, 2013

TO: File
FR: Joseph L. Lomax
RE: Proposal Attachment

DUNE VEGETATION MANAGEMENT PLAN
and
APPROVAL PROCESS

- I. Purpose of the Dune Vegetation Management Plan
 - A. Statement of values of dunes and dune vegetation
 - B. Statement of issues
- II. Dune Vegetation Management Plan
 - A. Goals
 - B. Objectives
 - C. Authority
 - D. Roles and Responsibilities
 - E. Management Standards
- III. Plan Approval Process

Over 35 years of environmental excellence

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(9)

Authorizing the Mayor to Sign
Professional Services Agreement, Wetlands Institute

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor, Suzanne M. Walters be and hereby is authorized to sign the attached Agreement from Wetlands Institute on this 17th day of December, 2013.

Offered by Seconded by.....

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

Borough Clerk

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

Mayor



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

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICE

TWI agrees to provide the following Services to the Borough.

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

2. TERM

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

3. COMPENSATION

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

4. RELATIONSHIP OF THE PARTIES

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

5. INDEMNIFICATION

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

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

6. GOVERNING LAW

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

7. COMPLIANCE

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

8. ASSIGNABILITY

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

9. ENTIRE UNDERSTANDING

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

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

DATED: 11/14/2013

Lenore P. Tedesco

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

Name: _____

Title/Organization: Executive Director

Name: _____

Title/Organization: _____

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

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 Employment Relationship, the relevant employees having been properly notified in accordance with law.*
- 2. *Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds- Site 103*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on December 17, 2013, that an Executive Session closed to the public shall be held on December 17, 2013 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

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

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

Offered by Seconded by.....

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

Borough Clerk

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

Mayor