

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

WORK SESSION

TUESDAY

February 21, 2017

3:00 p.m.

Public Safety

Fire Department report

Beach, Recreation, Tourism

2016 Health Town Winner – Award at Regular Meeting

EUS Contract Approval Resolution for Regular Meeting

7 Mile Sport Contract

Boot Camp

Ship Shape Youth Sports

Surf Camp

Yoga on the Beach

SandBarre/Triathlon Fitness

Shore Shot Basketball Camp

UK Elite Soccer Camp

Crafty Chef Academy

Youth Flag Football League

Motion to approve at Regular Meeting

Special Event Applications Stone Harbor Shiver 3/11/17

Oceanview at Avalon Condo Meeting 4/29/17

Surfside Rugby 7/15/17

Open Space Board Decision on SH Bikeway Initiative Project

Moving Beach Patrol to Public Safety discussion - Gallagher

Museum report and discussion -Gallagher

Natural Resources

Report – Dr. Lenore Tedesco

Report – Dredging Administrator

Report - Beach Replenishment Administrator



Stone Harbor Volunteer Fire Company #1
PO Box 539
Stone Harbor, NJ 08247

Chief Roger W. Stanford

To: Mayor and Council
 From: Chief Roger W. Stanford
 Date: February 1, 2017
 RE: January, 2017

INCIDENT TYPE GROUP	Jan-17	2016	YTD	2017	2016
Structure Fire	0	4		0	4
Vehicle Fire	0	0		0	0
Vegetation Fire	0	0		0	0
Rubbish Fire	0	0		0	0
Medical Assist	0	0		0	0
EMS Incident	0	0		0	0
Extrication	0	0		0	0
Water Rescue	0	0		0	0
Hazardous Condition	0	0		0	0
Combustible Leaks	3	13		3	13
Electrical Problem	4	1		4	1
Accident	0	2		0	2
Cover Assignment	0	1		0	1
Smoke Scare	0	2		0	2
Unintentional Fire Alarm	8	14		8	14
Drill	3	3		3	3
Meeting	1	1		1	0
Special Assignment	0	0		0	0
Manhours	393.6	788		393.6	788
EMS Calls	26	42		26	42

Monthly Report by Category

Type	#Incidents	#Personnel	#Hours in Service	#Manhours
Fire	0	0	0	0
Rescue & Emergency Medical Services	0	0	0	0
Hazardous Condition (No Fire)	7	117	1.8	29.1
Service Call	0	0	0	0
Good Intent Call	0	0	0	0
False Alarm	8	120	2.4	36.5
Severe Weather	1	18	6.0	108
Drill	3	79	6.0	158
Meeting	1	31	2.0	62
Special Assignment	0	0	0	0
Total	20	365	18.2	393.6

Aid Given or Received

	Month	Year
	#Incidents	#Incidents
Mutual aid Received	0	0
Automatic Aid Received	0	0
Mutual Aid Given	0	0
Automatic Aid Given	3	3

January Calls Included:

3 Gas Leaks, 4 Arcing Wires, 7 Fire Alarms, 1 Carbon Monoxide Alarm, 1 Storm Standby.



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

RE: 2017 HARBOR HUSTLE 5K
2017 STONE HARBOR FITNESS CHALLENGE & 5K
2017 STONE HARBOR SURF & TURF 5 MILER

RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 22 of January, 2017, by and between

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

7 MILE SPORTS
"CONTRACTOR"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **7 Mile Sports**, for execution of listed fitness event(s); 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 on Sunday, July 2, 2017, Sunday, July 9, 2017 and Sunday, August 13, 2017.
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. **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.
5. **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.
6. **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.
7. **AMENDMENTS** - Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatever.



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

RE: STONE HARBOR BOOT CAMP
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this _____ of _____, 20____, by and between

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

**MIRACLES FITNESS
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with Miracles Fitness for operation of a boot camp class during the summer of 2017; 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 26, 2017 and September 4, 2017. Instructor activities may begin no later the July 1, 2017 and cease no sooner than August 12, 2017. 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. **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.
5. **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.
6. **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.



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

RE: SHIP SHAPE SPORTS PERFORMANCE TRAINING
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 8 of February, 2017, by and between

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

SHIP SHAPE HEALTH AND FITNESS LLC
"CONTRACTOR"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with Ship Shape Health and Fitness LLC for operation of sports performance training sessions during the summer of 2017; 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 26, 2017 and September 4, 2017. Instructor activities may begin no later the July 1, 2017 and cease no sooner than August 12, 2017. 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. **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.
5. **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.
6. **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.



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

RE: SURF CAMP
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 3RD of FEBRUARY, 2017 by and between

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

**STONE HARBOR SURF & PADDLE LLC
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **Stone Harbor Surf & Paddle, LLC.**, for operation of a surf camp during the summer of 2017; 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 June 19, 2017 and September 2, 2017. Instructor activities may begin no later the July 1, 2017 and cease no sooner than August 12, 2017. 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. **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.
5. **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.
6. **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.



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

RE: YOGA ON THE BEACH
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this _____ of _____, 20____, by and between

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

**JUST BREATHE YOGA
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **Just Breathe Yoga** for operation of a yoga class during the summer of 2017; 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 June 30, 2017 and September 1, 2017. Instructor activities may begin no later the July 1, 2017 and cease no sooner than August 12, 2017. 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. **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.
5. **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.
6. **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.



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

RE: SANDBARRE & TRIATHLON FITNESS CLASSES
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this _____ of _____, 20____, by and between

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

**ISLAND AEROBICS
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **Island Aerobics**, for operation of fitness class(s) during the summer of 2017; 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 27, 2017 and September 4, 2017. Time shall be strictly of the essence. The Stone Harbor Police Department will evaluate the Triathlon Fitness Training Class for the first three weeks to determine if adjustments in schedule, or cancellation of program, are warranted due to safety concerns.
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. **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.
5. **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.
6. **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.



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

RE: SHORE SHOT BASKETBALL CAMP
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 5TH of FEBRUARY, 2017, by and between

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

And

**SHORE SHOT
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **Shore Shot**, for operation of basketball camp, clinic and league during the summer of 2017; 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 27, 2017 and September 4, 2017. Instructor activities may begin no later the July 1, 2017 and cease no sooner than August 12, 2017. 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. **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.
5. **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.
6. **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.



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

RE: UK ELITE SOCCER CAMPS
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 1st of February, 2017, by and between

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

**UK ELITE SOCCER
"CONTRACTOR"**

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **UK Elite Soccer**, for operation of two soccer camps during the summer of 2017; 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 June 19-23, 2017 and August 14-18, 2017. 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. **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.
5. **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.
6. **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.

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

RE: YOUTH COOKING CAMP
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 13 of February, 2017, by and between

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

THE CRAFTY CHEF ACADEMY
"CONTRACTOR"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **THE CRAFTY CHEF ACADEMY**, for operation of themed cooking classes during the summer of 2017; 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 June 1, 2017 – September 1, 2017. 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. **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.
5. **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.
6. **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.



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

RE: YOUTH FLAG FOOTBALL LEAGUE
RESOLUTION NO. _____-S-2017

THIS AGREEMENT made this 13 of February, 2017, by and between

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

YOUTH GRIDIRON ACADEMY
"CONTRACTOR"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **YOUTH GRIDIRON ACADEMY**, for operation of a coed youth flag football league during the summer of 2017; 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 July 6, 2017 – August 17, 2017. 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. **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.
5. **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.
6. **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.



Date of Application: 01/10/17

Borough of Stone Harbor 2017 Special Events Application

Name of Event: Stone Harbor Shiver Polar Plunge

Date of Event: 03/11/17 Time of Event: 11AM - 3PM

Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other Family Polar Plunge

The Borough of Stone Harbor requires all organizations, corporations, and/or individuals planning to stage an event to file an official application with the Clerk's Office. No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough of Stone Harbor Municipal Code: Chapter 275. A non-refundable application review fee shall be paid to the Borough Clerk when the application is filed. There shall be a fee charged to each organization operating a special event. A contract will then be executed stating the terms and conditions in which both parties will adhere to. Sanction of the event is contingent upon approval from the Borough and its officials. Special events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for special event permit. Such special events shall be governed by applicable Borough polices. Borough Council retain the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

APPLICATION REVIEW FEES

- \$50 if filed prior to 60 Days of event
- \$75 if filed prior to 30 Days of event
- \$125 if filed prior to 15 Days of event

Received 1/10/17

Organization is responsible for the non-refundable application review fee. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2016 EVENT FEES

5k:	\$150 (0-250 Participants)	10k or Triathlons	\$500
(Designated Route Only)	\$250 (250-500 Participants)		
	\$500 (500 Participants or More)		
Event Fees	\$250 Per Day (1000 Participants and Under) / \$500 Per Day (1000 Participants and Over)		
Seasonal use of facilities by Local Schools	\$1500 per season / \$750 per season for each additional sport (No Application Review Fee is required)		
Use of 80th St. Fields\$250 per day (Before Friday of Memorial Day and after Labor Day)		
Use of 80th St. Fields\$500 per day (first two days) / \$250 per each additional day (Memorial Weekend-Labor Day Weekend)		
Use of Recreation Support Building (82nd & Second Avenue).....\$300		
Chamber of Commerce\$60 per event		

\$50



Date of Application: 4/9/17

Borough of Stone Harbor 2017 Special Events Application

Name of Event: Oceanview @ Avalon Condominium Owners Meeting
 Date of Event: 4-29-17 Time of Event: 1:00 to 3:30
 Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other Owners Meeting

The Borough of Stone Harbor requires all organizations, corporations, and/or individuals planning to stage an event to file an official application with the Clerk's Office. No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough of Stone Harbor Municipal Code: Chapter 275. A non-refundable application review fee shall be paid to the Borough Clerk when the application is filed. There shall be a fee charged to each organization operating a special event. A contract will then be executed stating the terms and conditions in which both parties will adhere to. Sanction of the event is contingent upon approval from the Borough and its officials. Special events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for special event permit. Such special events shall be governed by applicable Borough polices. Borough Council retain the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

APPLICATION REVIEW FEES

- \$50 if filed prior to 60 Days of event
- \$75 if filed prior to 30 Days of event
- \$125 if filed prior to 15 Days of event

Organization is responsible for the non-refundable application review fee. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2017 EVENT FEES

- 5k:\$150 (0-250 Participants) 10k or Triathlons\$500
 (Designated Route Only) \$250 (250-500 Participants)
 \$500 (500 Participants or More)
- Event Fees.....\$250 Per Day (1000 Participants and Under) / \$500 Per Day (1000 Participants and Over)
- Seasonal use of facilities by Local Schools\$1500 per season / \$750 per season for each additional sport
 (No Application Review Fee is required)
- Use of 80th St. Fields\$250 per day
 (Before Friday of Memorial Day and after Labor Day)
- Use of 80th St. Fields\$500 per day (first two days) / \$250 per each additional day
 (Memorial Weekend-Labor Day Weekend)
- Use of Recreation Support Building (82nd & Second Avenue).....\$300
- Chamber of Commerce\$60 per event *Deposit*



Date of Application: 12/22/16

Borough of Stone Harbor 2017 Special Events Application

Name of Event: SURFSIDE 7'S RUGBY TOURNAMENT

Date of Event: JULY 13, 2017 Time of Event: 7AM - 7PM

Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other RUGBY TOURNAMENT

The Borough of Stone Harbor requires all organizations, corporations, and/or individuals planning to stage an event to file an official application with the Clerk's Office. No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough of Stone Harbor Municipal Code: Chapter 275. A non-refundable application review fee shall be paid to the Borough Clerk when the application is filed. There shall be a fee charged to each organization operating a special event. A contract will then be executed stating the terms and conditions in which both parties will adhere to. Sanction of the event is contingent upon approval from the Borough and its officials. Special events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for special event permit. Such special events shall be governed by applicable Borough polices. Borough Council retain the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

APPLICATION REVIEW FEES

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- \$125 if filed prior to 15 Days of event

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- Chamber of Commerce\$60 per event

Borough of Stone Harbor
February 21, 2017
Council Work Session
Summary of Reporting
on behalf of Natural Resources Committee
by Dr. Lenore Tedesco

Lenore Tedesco will be reporting on the following topics related to the Stone Harbor Point Conservation Area and The Stone Harbor Bird Sanctuary. A short summary of information is provide.

1) Report on Activities and Impact of the 2015 and 2016 Stone Harbor Point Stewards Program

A steward program was initiated in the spring of 2015 in order to reduce disturbance to beach-nesting birds at Stone Harbor Point. Stewards served as ambassadors for beach nesting birds and migratory shore birds and educated beachgoers about ways to share coastal resources. Education was achieved by engaging beach visitors on issues facing beach-nesting birds and migratory shorebirds, assisting with the identification of birds on the beach, and providing information on aspects of the natural resources and restoration projects at Stone Harbor Point. Stewards also reduced disturbance to birds by intercepting violators of Borough of Stone Harbor regulations and state and federal bird protection acts and supported law enforcement efforts by reporting incidents.

College students and early career professionals were hired as beach stewards and received training on beach regulations, beach-nesting birds, and best practices for interacting with visitors. Volunteers were also trained and supplemented steward coverage. Each steward was provided a clipboard with outreach cards and educational materials to engage with beachgoers and datasheets. Stewards were also provided binoculars, t-shirts, and name badges.

Stewards were present daily from Memorial Day through Labor Day in 2015 and 2016. Shifts typically lasted 8 hours (Friday, Saturday, and Sunday) or 4 hours (all other days). During each shift, stewards recorded the number of visitors on Stone Harbor Point at the start, middle, and end of their shift, the total number of people engaged for educational purposes, the total number of incidents, and outcomes of incidents. Incidents included all observed violations of regulations and/or activities that may result in disturbance or other impacts to birds. Incident type (violations or other notable interactions with beachgoers) and cause (who initiated the incident) were recorded, as well as details on the response of beach-nesting birds and migratory shorebirds to the incident.

Over 860 beachgoers on Stone Harbor Point were engaged, with 300 incidents recorded. Of these, 39 were observed to have disturbed birds. Largely, stewards had a positive experience with the public. Over the two year period, there was a marked reduction in the number of incidents that was likely a result of both a reduction of people visiting the Point and the increased awareness of regulations through education and enforcement. A reduction of incidents also resulted in fewer total disturbances to birds. Results of the two year program suggest that education and enforcement at Stone Harbor Point can reduce the number of rule violations and disturbances to birds. Continuation of stewarding and enforcement will be important for sustaining these achievements.

- 2) Preparation Efforts for the Start of Beach Nesting Bird Season at Stone Harbor Point
- a. Beginning March 15th of every year, the US Fish and Wildlife Service (USFWS) and NJDEP - Endangered and Non-Game Species Program (NJDEP-ENSP) close a portion of Stone Harbor Point to provide undisturbed areas for federally threatened and several state endangered and threatened birds. Portions of the beach remain open to beachgoers year round.
 - b. Several measures are underway or being planned.
 - i. NJDEP-ENSP will be installing fence posts and signage designating the closed portions of the beach on March 11th, weather permitting – but before March 15th. This symbolic fencing is in place through mid-fall and then adjusted in its location to create protected areas for federally threatened migratory and wintering shorebirds. Again portions of the beach remain open for beach driving (from after Labor Day through March 14th) and pedestrians (year-round).
 - ii. The Department of Public Works is working collaboratively with the NJDEP-ENSP to reinstall a Borough sign near the end of the point that posts Borough ordinances related to restricted activities including swimming, landing watercraft and dogs.
 - iii. Beach driving at Stone Harbor Point ends on March 15th annually, but this year driving has been restricted due to dredging operations and equipment staging in the Stone Harbor Point and 123rd St parking lot area.
 - c. Municipal Non-emergency Essential Vehicle Use Policy at Stone Harbor Point
 - i. In 2015, The Borough negotiated a policy with USFWS and NJDEP-ENSP to allow motorized law enforcement vehicles within the Stone Harbor Point Conservation Area (all areas south of the 123rd St jetty). Prior to this policy, vehicle access for any non-emergency vehicle was prohibited between March 15th and after Labor Day. Given the current length of the Point at more than 1.5 miles, this made law enforcement patrols of Stone Harbor Point nearly impossible.
 - ii. The policy provided for the use of open ATVs for set patrols by law enforcement (not beach patrol) with defined conditions. Once there are unflighted chicks present (that is newly born chicks that can move around the point but not fly yet) there are additional restrictions on vehicle use. At this point, the open ATV must be escorted by a qualified bird monitor on foot ahead of the vehicle.
 - iii. This policy was very effectively utilized in 2015 and 2016 to allow for enhanced law enforcement presence at Stone Harbor Point and combined with the Steward Program helped dramatically increase public safety and wildlife protections at Stone Harbor Point.
 - iv. The policy expired and is currently under negotiations for reinstatement. At the current time, suggested revisions have been reviewed by the Borough, and NJDEP-ENSP has made additional suggestions that are under review by the Borough. Once the Borough and NJDEP-ENSP are in agreement to the terms, the policy will go to USFWS for final approval. We are hopeful all will be in place by March 15th so that there is no interruption in law enforcement vehicle access at the Point.

- 3) Stone Harbor Bird Sanctuary Winter Clean Up and Spring Preparations
 - a. Efforts at maintenance and clean up at the Sanctuary are ongoing. The series of wind storms that have impacted the Borough caused tree damage along some areas of the Sanctuary. Public Works crews have done an excellent job of removing downed limbs and trees, or worked with contractors to remove dangerous trees. One such effort involved a large American Holly along 3rd Ave in the vicinity of about 116th St that was split in a storm and posed a danger to people and vehicles on 3rd Ave and the powerlines in the area.
 - b. Trail maintenance and upkeep is ongoing as is levee maintenance.
 - c. The large Bird Sanctuary sign at the corner of 111th St and 2nd Ave was destroyed in the last storm and is in the process of being replaced.
 - d. Holly Path will be closed on March 1st to provide undisturbed area for roosting herons as has been the practice for the past several years. Black-crowned Night Heron have already been seen in the area so by some indicators, spring is right around the corner.
 - e. The Sanctuary website is routinely updated with new information about happenings in the Sanctuary and will reflect this closure along with information about the Sanctuary and management efforts.
 - f. Planning and preparations continue for the wildflower meadow planting that will take place on May 25th with the help of volunteers. More than 1000 plants will be planted on the triangle along 3rd Ave near 118th St.
- 4) Clean Ocean Action Beach Sweep (April 22nd)
 - a. The Borough, in partnership with The Wetlands Institute and the SHPOA, hold an annual beach clean-up. Discussions are underway regarding the sweep and how it will be coordinated. Typically, The Wetlands Institute has staffed the meetings, managed information collections, and managed volunteers on the day of the event. This year, TWI is seeking support from the SHPOA to manage the logistics.
 - b. At the current time, there is uncertainty as to whether the sweep will be held or in which areas pending more information regarding beach closures associated with the beach refurbishment project.