

للورد

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

WORK SESSION

TUESDAY

February 18, 2020

3:00 p.m.

PUBLIC SAFETY -

Court
Fire Department report –
Police report –
Lifeguard Captain –
OEM –

RECREATION & TOURISM

Power Point Presentation- Platform Tennis

Resolution - Fees for Recreation
Resolution - Fees for Special Events
Resolution – Lifeguard Salary 2020

Special Events – Stone Harbor Shiver – March 21st
Stone Harbor Fitness Retreats – April 16th and October 9th
Wetlands Institute Summer Celebration – July 25th

NATURAL RESOURCES

**Princeton Hydro – Presentation on Habitat Restoration Project – Bird
Sanctuary – Phragmites Control**

Lomax - Dune Management Plan – Rosenberg 2 – 89th Street

Dune Management Plan Process – Update

DISCUSSION:

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

FEES FOR RECREATION-2020

Clinics

2020- Youth Sports Clinics \$80 per Clinic (\$85 per clinic after deadline)

2020- Youth Basketball League \$55 Per Player

*Morning Clinics are an add-on fee of \$20 for league participants)

2020-Youth Arts & Crafts \$10 Per Session/\$80 for 10 Sessions

2020-Tennis Kids Club \$300 for the Season/ \$25 Daily Drop –in

2020-Tennis Junior Development \$500 for the Season/\$35 Daily Drop-in

Tennis Memberships

2020-\$150 Adult, \$100 Junior

Tennis Member Guest Passes

2020- \$6 Member Guest pass (doubles), \$12 Member Guest pass (singles)

Tennis Court Rentals

2020-\$30 for 90 Minutes, \$20 for 60 Minutes

Pickleball Court Rentals

2020-\$3 Per Player for 2 hours of open play, \$80 Unlimited Open Pay pass

Pickleball Court Rentals

2020-\$15 for 90 Minutes, \$10 for 60 Minutes

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

2019-S-64

PROPOSED FEES FOR RECREATION-2019

Clinics

2019- Youth Sports Clinics \$80 per Clinic (\$85 per clinic after deadline)

2018- Youth Sports Clinics \$75 per Clinic

2019-Youth Basketball League \$55 Per Player

~~*Morning Basketball Clinics are free for league participants)~~ *replace with* *Morning Clinics are an add on fee of \$20

2018-Youth Basketball League \$50-Per Player

~~*Morning Basketball Clinics are free for league participants)~~ for league participants

2019-Youth Arts & Crafts \$10 Per Session/\$80 for 10 Sessions

2018-Youth Arts & Crafts \$10 Per Session/\$80 for 10 Sessions

2019-Tennis Kids Club \$300 for the Season/ \$25 Daily Drop –in

2018-Tennis Kids Club \$250 for the Season/ \$20 Daily Drop –in

2019-Tennis Junior Development \$500 for the Season/\$35 Daily Drop-in

2018-Tennis Junior Development \$420 for the Season/\$30 Daily Drop-in

Tennis Memberships

2019-\$150 Adult, \$100 Junior

2018-\$150 Adult, \$100 Junior

Tennis Member Guest Passes

2019- \$6 Member Guest pass (doubles), \$12 Member Guest pass (singles)

2018- \$6 Member Guest pass (doubles), \$12 Member Guest pass (singles)

Tennis Court Rentals

2019-\$30 for 90 Minutes, \$20 for 60 Minutes

2018-\$24 for 90 Minutes, \$16 for 60 Minutes

Pickleball Court Rentals

2019-\$3 Per Player for 2 hours of open play, \$80 Unlimited Open Pay pass

2018-\$2 Per Player for 2 hours of open play, \$75 Unlimited Open Pay pass

Pickleball Court Rentals

2019-\$15 for 90 Minutes, \$10 for 60 Minutes

2018-\$12 for 90 Minutes, \$8 for 60 Minutes

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the Borough Council of the Borough of Stone Harbor in the County of Cape May and the State of New Jersey has ordained that certain fees may be established from time-to-time by Resolution of the Borough Council; and

WHEREAS, the Beach, Recreation and Tourism Committee of Borough Council has recommended that certain fees be established by Resolution; and

NOW, THEREFORE, BE IT RESOLVED by Borough Council of the Borough of Stone Harbor, in the County of Cape May, duly assembled in public session this 18th day of February 2020, that the following fees be set at the following levels for the year 2020:

Special Event Application Review Fee	\$50.00 filed within 90 60 days \$100 75.00 filed within 60 30 days \$250 125.00 filed within 30 15-days
5K (Designated Route Only)	\$150 (0-250 Participants) \$250 (250-500 Participants) \$500 (500 Participants or more)
10K or Triathlons	\$500
Event Fees	\$250 per day (1000 participants and under) \$500 per day (1000 participant and over)
Seasonal use of facilities by Local Schools (no application review fee is required)	\$1,500 per season per sport /\$750 per season For each additional sport
Use of 80 th Street Fields	\$250.00 per day (before Friday of Memorial Day and after Labor Day)
Use of 80 th Street Fields	\$500 per day (first two days) \$250 per each additional day (Memorial Weekend-Labor Day)
Use of Recreation Support Building (82 nd and Second Avenue	\$300
Chamber of Commerce	\$60 per event
<u>Stone Harbor Men's Softball League</u>	<u>\$250 per season</u>
Art & Craft Show	\$300.00 "White" Sites \$350.00 "Yellow" and "Green" Sites \$400.00 "Blue" Sites \$25.00 late fee after February 28 th

WHEREAS, the Borough Council of the Borough of Stone Harbor in the County of Cape May and the State of New Jersey has ordained that certain fees may be established from time-to-time by Resolution of the Borough Council; and

WHEREAS, the Beach, Recreation and Tourism Committee of Borough Council has recommended that certain fees be established by Resolution; and

NOW, THEREFORE, BE IT RESOLVED by Borough Council of the Borough of Stone Harbor, in the County of Cape May, duly assembled in public session this 18th day of February 2020, that the following fees be set at the following levels for the year 2020:

Special Event Application Review Fee	\$50.00 filed within <u>90</u> 60 days <u>\$100</u> 75.00 filed within <u>60</u> 30 days <u>\$250</u> 125.00 filed within <u>30</u> 15 -days
5K (Designated Route Only)	\$150 (0-250 Participants) \$250 (250-500 Participants) \$500 (500 Participants or more)
10K or Triathlons	\$500
Event Fees	\$250 per day (1000 participants and under) \$500 per day (1000 participant and over)
Seasonal use of facilities by Local Schools (no application review fee is required)	\$1,500 per season <u>per sport</u> / \$750 per season For each additional sport
Use of 80 th Street Fields	\$250.00 per day (before Friday of Memorial Day and after Labor Day)
Use of 80 th Street Fields	\$500 per day (first two days) \$250 per each additional day (Memorial Weekend-Labor Day)
Use of Recreation Support Building (82 nd and Second Avenue	\$300
Chamber of Commerce	\$60 per event
<u>Stone Harbor Men's Softball League</u>	<u>\$250 per season</u>
Art & Craft Show	\$300.00 "White" Sites \$350.00 "Yellow" and "Green" Sites \$400.00 "Blue" Sites \$25.00 late fee after February 28 th

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WAGE RATES FOR BEACH PATROL

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 Public Safety Committee of Borough Council has 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 day of , 2020 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 2020 season in accordance with the following schedule

<u>Item</u>	<u>Lifeguard Rate</u>	<u>New Rate</u>	<u>2020 Rate</u>
1 st year of service	\$100/day	\$115	\$155
2nd year of service	\$102/day	\$117	\$157
3rd year of service	\$104/day	\$119	\$159
4th year of service	\$106/day	\$121	\$161
5th year of service	\$108/day	\$123	\$163
6th year of service	\$110/day	\$125	\$165
7th year of service	\$112/day	\$127	\$167
8th year of service	\$114/day	\$129	\$169
9 th year of service	\$116/day	\$131	\$171
10 th year of service	\$118/day	\$133	\$173
11 th year of service	\$120/day	\$135	\$175
12 th year of service	\$122/day	\$137	\$177
13 th year of service	\$124/day	\$139	\$179
14 th year of service	\$126/day	\$141	\$181
15 th year of service	\$128/day	\$143	\$183
<u>Over 16 years</u>		<u>2% increase (added)</u>	

Lieutenant Rate

Year 1	\$137.00/day	\$152	\$192
After year 1 –	\$149/day	\$164	\$204
Lieutenants – Sr. Lieutenants	\$152/day	\$167	\$207

BONUSES:

A lifeguard who has worked a total of at least 40 full days shall receive a bonus of \$ 50.00 for each day worked from August 15th until the last day of operation

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~~ \$12.00 /hour - ~~\$16.00~~ \$18.50/hour (returnees automatically receive additional .50/hour)

BONUSES: Taggers will receive an additional .50 for every tag sold.

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.

Suzanne Stanford

From: Jenny Olson
Sent: Friday, February 07, 2020 1:59 PM
To: Robert Smith; Suzanne Stanford
Cc: Judith Davies-Dunhour; Charles Krafczek; Jennifer Gensemer
Subject: tourism items for work session agenda feb 18th

Can I get the following items on the agenda for the Work Session on Feb. 18th?

Special Event Applications:

Stone Harbor Shiver – March 21st
Stone Harbor Fitness Retreats – April 16th and October 9th
Wetlands Institute Summer Celebration – July 25th

Changes to Special Event Application and fees.

Thank you,
Jenny

JENNY OLSON | Tourism Director | Borough of Stone Harbor
9508 Second Avenue, Stone Harbor, NJ 08247

Tourism@shnj.org | ph: 609.368.5102 x340

SHNJ.ORG



Date of Application 1/21/2020

errc. 1/22/2020

Work Session
Feb 18

Borough of Stone Harbor 2020 Special Events Application

Name of Event: 10th Annual Stone Harbor Shiver
Date of Event: Saturday, March 21 Time of Event: 11:30am - 2:30pm
Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other 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 policies. 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. If organization paid the non-refundable deposit with their *Letter of Commitment*, it will be reflected in the event contract following Borough Council approval. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2020 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



Date of Application 1/11/20

circ. 1/15/2020
to Bob for sig 2/5

Borough of Stone Harbor 2020 Special Events Application

Name of Event: STONE HARBOR FITNESS RETREAT

Date of Event: 5/16/20 Time of Event: 6AM-9PM

Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other FITNESS CLASSES

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 policies. 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. If organization paid the non-refundable deposit with their Letter of Commitment, it will be reflected in the event contract following Borough Council approval. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2020 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)
CL 400 \$300
- 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

Date of Application 1/11/20
Circ 1/15/2020



Borough of Stone Harbor 2020 Special Events Application

Name of Event: STONE HARBOR FITNESS RETREAT

Date of Event: 10/9/20 Time of Event: 6AM-9PM

Type of Event: Festival 1K / 5K / Athletic / Bike Race / Marathon Other FITNESS CLASSES

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 policies. 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. If organization paid the non-refundable deposit with their *Letter of Commitment*, it will be reflected in the event contract following Borough Council approval. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2020 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)
CK. 480 \$300
- 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

Date of Application 1/22/2020

Circ. 1/29/20



Borough of Stone Harbor 2020 Special Events Application

Name of Event: The Wetlands Institute Summer Celebration

Date of Event: July 25, 2020 Time of Event: 6pm-9pm

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

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 policies. 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. If organization paid the non-refundable deposit with their *Letter of Commitment*, it will be reflected in the event contract following Borough Council approval. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

2020 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 (82 nd & Second Avenue).....	\$300		

THIS AGREEMENT, made this 12th day of February 2020, by and between **BOROUGH OF STONE HARBOR** (hereinafter referred to as the "Client") having a business address of 9508 Second Avenue, Stone Harbor, New Jersey 08247 and **PRINCETON HYDRO, LLC**, (hereinafter referred to as "Princeton Hydro"), having a business address of PO Box 720, 1108 Old York Road, Ringoes, New Jersey 08551.

WHEREAS, the Client desires to obtain professional consulting services for **Habitat Restoration for Stone Harbor Bird Sanctuary, Stone Harbor, Cape May County, New Jersey**, and,

WHEREAS, Princeton Hydro desires to provide such services for the compensation and on the terms herein provided;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Princeton Hydro shall perform those services as described in its proposal of **February 12, 2020**, a copy of which is attached hereto and made a part hereof.

SECOND: For its efforts rendered pursuant to Paragraph "FIRST," Client shall pay Princeton Hydro a fixed fee of Seven Thousand Nine Hundred Fifty (\$7,950.00) Dollars for Task 1 and Task 2. Task 3 will be paid on a time and materials basis as per the attached Scope of Services.

THIRD: All other provisions will be those as described in Princeton Hydro's Standard Terms and Conditions, a copy of which is attached hereto and made a part hereof.

BOROUGH OF STONE HARBOR

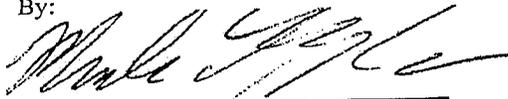
By:

Printed Name

Date Signed

PRINCETON HYDRO, LLC

By:



Mark Gallagher
Vice President

STANDARD TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENTS

1. Definitions. The following terms as used herein shall have the meanings stated:

“Princeton Hydro” - **PRINCETON HYDRO, LLC**

“Client” - **BOROUGH OF STONE HARBOR**

2. Contract Formation. Approval of the bid or proposal by the Client indicates assent to the terms and conditions hereof. Client’s written notification of agreement to Princeton Hydro’s billing rates, as indicated, and the terms and conditions hereof, shall represent the contractual basis for work to be performed.

3. Firm Price. Unless otherwise specifically provided herein, the prices stated in Princeton Hydro’s Scope of Services or Proposal are firm and are not subject to increase.

4. Payment. Payment shall be made to Princeton Hydro within thirty (30) days after date of invoices. Princeton Hydro shall be entitled, at its sole option, to terminate its obligations under this Agreement if any invoice is not paid within thirty (30) days of its receipt. Interest charges of 2% per month will be added to invoices outstanding after 30 days.

For services provided on a Lump Sum or Fixed Price Basis, the amount of each monthly invoice shall be determined on the “percentage of completion method” whereby Princeton Hydro will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Additionally, if the services provided include the procurement of contractors or subconsultants by Princeton Hydro, a separate invoice may be generated and forwarded to the client upon completion and receipt of an invoice from said contractors or subconsultants within the same period of service of the monthly invoice described above.

5. Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Princeton Hydro not less than seven (7) calendar days’ written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days’ written notice for the following reasons:

- Substantial failure of the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or Princeton Hydro’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Princeton Hydro, the Client shall pay Princeton Hydro, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Princeton Hydro in connection with the orderly termination of this Agreement, including, but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6. Excusable Delay. Princeton Hydro shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not through the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, an accident such as a fire or explosion not due to the negligence of Princeton Hydro, a strike, a riot, or a failure of public transportation facilities. Princeton Hydro shall give written notice and full particulars of the cause of delay as soon as possible after its occurrence.

7. Consultants Opinion. In Princeton Hydro's professional opinion, services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the accepted practice. For professional services, Princeton Hydro will exercise reasonable care, skill, competence and judgment consistent with professional standards in performing the services and in meeting any estimate of cost or schedule set forth in the proposal or scope of work.

8. Indemnification. Princeton Hydro agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Princeton Hydro's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Princeton Hydro is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, directors, employees and subconsultants (Collectively, Princeton Hydro) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

9. Right of Entry. The Client shall provide for Princeton Hydro's right to enter the property owned by the Client and/or others in order for Princeton Hydro to fulfill the Scope of Services or Proposal included hereunder. Although Princeton Hydro will exercise reasonable care in performing its services, the Client understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, directors, employees and subconsultants (collectively, Princeton Hydro) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

10. Confidentiality. Princeton Hydro agrees to keep confidential and not to disclose to any person or entity, other than Princeton Hydro's, employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by Princeton Hydro or furnished to Princeton Hydro and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Princeton Hydro from giving notices required by law or complying with an order to provide information

or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Princeton Hydro to defend itself from any legal action or claim.

11. Late Payment. In the event that Client fails to make payment to Princeton Hydro in accordance with Paragraph 4 of this Agreement, Client shall be responsible for all of Princeton Hydro's costs, fees and expenses, including reasonable attorneys' fees, in connection with collection actions instituted to secure payment of outstanding amounts due.

12. Code Compliance. Princeton Hydro shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of the enclosed Scope of Services or Proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Princeton Hydro to a reasonable adjustment in the Project schedule and additional compensation as necessary to complete the tasks outlined in the enclosed Scope of Services or Proposal.

13. Judicial Proceedings. Any action or proceeding arising hereunder shall be brought in the Courts of the State of New Jersey; provided, that if any such action or proceeding arises under the Constitution, the laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the State of New Jersey or any successor court thereto.

14. Limit of Liability. To the maximum permitted by law, the Client agrees to limit Princeton Hydro's liability for Client damages to the sum of \$100,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

15. Attorney's Fees. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. Permitting. Princeton Hydro shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which Princeton Hydro's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by Princeton Hydro and as described in the Scope of Services or Proposal of this Agreement. However, Princeton Hydro does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Compensation for services rendered by Princeton Hydro is not contingent upon the successful acquisition of these permits.

18. Hazardous Wastes, Materials, or Substances. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro, its officers, partners, employees, and consultants (collectively, Princeton Hydro) from and against

any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of Princeton Hydro.

19. Documents. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from Princeton Hydro's services under this Agreement are and remain the property of Princeton Hydro as instruments of service. Where such documents are required to be filed with governmental agencies, Princeton Hydro will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal exposure to Princeton Hydro unless approved in writing by Princeton Hydro prior to such reuse.

20. Construction Services. Neither the professional activities of Princeton Hydro, nor the presence of Princeton Hydro or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Princeton Hydro and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Princeton Hydro and Princeton Hydro's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

21. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Princeton Hydro agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and Princeton Hydro further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

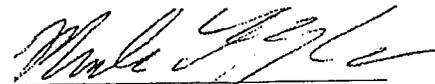
BOROUGH OF STONE HARBOR

By:

Date Signed

PRINCETON HYDRO LLC

By:



Mark Gallagher
Vice President



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

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

STONE HARBOR DUNE VEGETATION MANAGEMENT PLAN APPLICATION PROCESS

Dated December 1, 2016, Revised January 6, 2020

Introduction

The Borough of Stone Harbor has recognized the importance of the dunes and its assessment of native vegetation through the development and implementation of a Dune Vegetation Management Plan (DVMP or Plan). As such, the removal of invasive species, such as the Japanese black pine, bamboo and excessive/damaging vine growth that negatively impact the health of native trees and shrubs in the dunes is important to maintain the integrity of the dunes for shore protection. The concurrent replacement of the invasive/damaging vegetation with approved native vegetation lies at the heart of this Plan

The Borough of Stone Harbor anticipates continuing to enter into cooperative agreements with homeowners/dune improvement sponsors in order to implement the Dune Vegetation Management Plan. A Pilot Project was approved by this Plan and sponsored by oceanfront homeowners. More than seven years of experience with dune vegetation management on the island was key to a successful first project. Accordingly, all work had to be consistent with the Dune Vegetation Management Plan, conditions required by the Stone Harbor Natural Resources Committee and approval of the Borough Council.

After the initial dune restoration was achieved, a maintenance phase has been initiated including continued removal of damaging plants germinating from the existing seedstock in addition to maintenance pruning. The implementation of maintenance pruning in the dunes has also been recognized as a beneficial and acceptable practice as part of the Plan, when conducted within appropriate limits and with safeguards directed to protect the native vegetation. Pruning of existing native vegetation helps to promote stronger and more resilient vegetation by encouraging growth and fruit production. In addition, bottom pruning of damaging vines can be authorized as part of maintenance activities. Request to allow maintenance can be authorized as part of a proposed DVMP project, subject to Borough approval.

Dune Vegetation Management Plan Process

The following outlines the application process for plan sponsors (private homeowners) and their landscapers under the Dune Vegetation Management Plan to propose dune restoration activities on Borough property:

1. Sponsoring homeowners contacts the Office of the Borough Administrator providing a letter requesting participation in the Dune Vegetation Management Plan program. Included in this request is the homeowners contact information, a brief project description, and the limits of the project area shown on an aerial map.
2. The Borough forwards the request to its representatives (The Lomax Consulting Group – TLOG) to conduct a site investigation to determine if the proposed site is a candidate for the Dune Vegetation Management Plan process.

Environmental Consulting Excellence Since 1975



3. If the request is consistent with the Plan, TLCG submits a consulting fee proposal to the applicant (sponsor) to inventory the invasive/damaging plants proposed for removal and preparation of a draft restoration plan. If maintenance pruning is proposed in conjunction with the project, an inventory of potential pruning locations and limits are required. In addition, areas of damaging vines will be recorded.
4. Approval of the TLCG proposal by the sponsor includes the submission of an application fee to establish an escrow budget to complete the work to start a proposed project. The escrow is held by the Borough and dispersed as phases of the work are completed. The applicant provides the application fee to the Borough and files a W-9 Form to establish the escrow.
5. TLCG submits the proposed removal and restoration plans to the Stone Harbor Natural Resource Committee for review. TLCG prepares presentation materials including site photography and GIS mapping illustrating:
 - a. The extent of invasive/damaging dune vegetation / inventory located using GPS equipment (Figure 1: Invasive Vegetation Location Plan)
 - b. Proposed planting areas and for the species restoration application (Figure 2: Native Planting and Irrigation Plan).
 - c. If maintenance pruning is also proposed, a separate maintenance pruning plan will be required depicting the areas of pruning and establishing benchmark pruning limits (Figure 3: Maintenance Pruning Plan).
6. Upon approval by the Natural Resource Committee, a private landscape contractor is selected to conduct the removal of invasive/damaging vegetation, replacement with approved native species, and maintenance pruning; if requested. The landscaper provides to the Borough credentials to work in the Borough's dunes and commitment to conduct work consistent with the approved Plan. The landscape contractor is required to provide a certificate of insurance to the Borough at this time.
7. The Stone Harbor Natural Resources Committee, upon evaluation of the plans noted above, gives their recommendation to Approve, Conditionally Approve, or Deny the application to Borough Council and to the Zoning Officer.
8. If the application and the plans submitted to the Stone Harbor Borough Council are approved, the Zoning Application is prepared by the Borough, the Memorandum of Agreement (MOA) is drafted by the Borough Solicitor .
9. Borough Solicitor provides the Memorandum of Agreement to the applicant for review and endorsement. The total escrow budget is requested from the plan sponsor to complete the required work. The escrow account contains funds to cover the cost of the Borough application fee, preparation of the MOA, landscaper's fee and the TLCG fee for site assessment and plan preparation, oversight, monitoring and reporting.
10. Once the Borough has the signed Memorandum of Agreement and has received the escrow fees, they record the Memorandum of Agreement at the County Clerk's Office and direct TLCG to coordinate the work with the landscape contractor. Escrow fees



are released to the landscape contractor after the work has been completed and inspected. Following the installation of the plant material, the homeowner is responsible for maintaining an 85% survivorship of the plant material (existing and volunteer vegetation, if applicable) for a continuous period of 5 years. Should the planted vegetation fail to meet the criteria above, or be damaged during the five-year period, then the "time clock" shall reset. In such event, the newly planted vegetation must demonstrate an 85% survival rate for a period of five years.

11. Monitoring will be conducted by TLCG and an annual monitoring report will be provided to the sponsor and the Stone Harbor Natural Resources Committee at the end of each of the growing seasons during the 5 year period.
12. At the end of the fifth growing season, the Borough will decommission the project, as long as the planted and native vegetation have provided coverage to stabilize the dune per the criteria set forth in Section 10 above.

Maintenance Pruning Process

The following outlines the process for sponsors and their landscapers under the DVMP program for continued maintenance pruning following the initial pruning conducted in conjunction with an approved DVMP project:

1. Sponsors contacts the Office of the Borough Administrator providing a letter requesting authorization under the DVMP program for a continued maintenance pruning project associated with a previously approved project. Maintenance pruning projects are limited to no more often than once every two years. Therefore, if pruning is conducted the first year in conjunction with an approved DVMP project, maintenance pruning can be conducted in the third and fifth years of the project. However, damaging vines may be bottom pruned annually, if requested.
2. The Borough forwards the request to its representatives (The Lomax Consulting Group – TCG) to conduct a site investigation to determine if the proposed site is a candidate for a DVMP continued maintenance pruning project.
3. If the request is consistent with the Plan, TCG submits a consulting fee proposal to the applicant to update the previously approved maintenance pruning plan for project oversight of the maintenance pruning.
4. Approval of the TCG proposal by the sponsor includes the submission of an application fee to establish an escrow budget to complete the work in order to start a proposed project. The escrow is held by the Borough and dispersed as phases of the work are completed. The applicant provides the application fee to the Borough and files a W-9 Form to establish the escrow, if an existing escrow has not already been established.
5. TCG submits the proposed pruning plan to the Stone Harbor Natural Resource Committee for review. TCG prepares presentation materials including site photography, GIS mapping illustrating: (1) the extent of proposed maintenance pruning established using GPS equipment (Figure 1: Maintenance Pruning Plan) and (2) a



schedule of proposed pruning amounts and establishment of benchmarks for pruning (Pruning Schedule). Maintenance pruning is limited to no more than 10% of the existing foliage and cannot be pruned beyond the benchmarks established by the initial maintenance pruning.

6. Upon approval by the Natural Resource Committee, a private landscape contractor is selected to conduct the maintenance pruning within the guidelines prepared by the Borough. The landscaper provides to the Borough credentials to work in the Borough's dunes and commitment to conduct work consistent with the approved Plan. The landscape contractor is required to provide a certificate of insurance to the Borough at this time.
7. The Stone Harbor Natural Resources Committee may Approve, Conditionally Approve, or Deny the request for maintenance pruning. If Approved, the Committee prepares a letter authorizing the continued maintenance pruning.
8. The applicant provides the escrow fees to the Stone Harbor Planning / Zoning Board Secretary to supplement the existing escrow account. The total escrow amount is held by the Borough and dispersed as phases of the work are completed. The escrow account contains funds to cover the cost of the landscaper's fee and the TLCG fee for assessment, coordination, oversight and reporting, as needed.
9. Should pruned vegetation fail or be damaged due directly to maintenance pruning activities, replacement of the damaged vegetation with similar species will be required in compliance with DVMP planting guidelines.
10. At the end of the fifth growing season of the DVMP project, the Borough will decommission the vegetation maintenance project, as long as the planted and native vegetation have provided coverage to stabilize the dune per the criteria set in the DVMP Plan Section 10 above. If the project sponsors request to continue maintenance pruning after the completion of the DVMP project, a request must be submitted to the Borough for a DVMP project for maintenance pruning and the Stone Harbor Natural Resources Committee, if approved, may issue an extension letter to continue maintenance pruning activities.