

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

AGENDA

Regular Meeting

Tuesday, January 19, 2016

4:30 PM

OLD BUSINESS

NEW BUSINESS:

Ordinance – Utility Changes INTRO (1) Lane

Resolution – Gov Deals (2) Kramar

Resolution – Tax Overpayment (3) Mastrangelo

Resolution – Change Order #1 ADA Improvements 82nd Street Recreation Facility - Whirl (4) Davies-Dunhour

Resolution – Cash Management Plan (5) Mastrangelo

Resolution – Cost Sharing Agreement – NJ American Water Company, Observation Well (6) Lane

Resolution – Raffle License – American Legion Various (7) Rich

Resolution – Raffle License – American Legion – One Drawing (8) Gallagher

Resolution – Interlocal Agreement – County Animal Shelter (9) Davies-Dunhour

Resolution – Agreement Wetlands (10) Rich

Motion – Appointments for Boards – Mayor (11)

Motion- Permission for Beach Sweeps April 30th and October 22nd, 2016 (12) Rich

DISCUSSION

Proposed Changes in Work Session Agendas – Discussion Items Only
Formal Action taken at
Regular Meetings
MEMO TO FOLLOW (13)
Lane

CAPITAL BUDGET

**Resolution – Closed Session – Peermont Project
Dredging Project (14) Rich**

(1)

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY, NEW JERSEY
ORDINANCE
CHANGES TO WATER/SEWER ORDINANCES

Section 1. Chapter 542-11 is hereby amended as follows:

542-11 Turnoff charges; final reading charges.

A. A turnoff charge of ~~\$200~~ \$250 will be made if the Utilities Department has effected a temporary turnoff of the water service, either at the request of the customer or because of an emergency, or because the Utilities Department turned off the water service by reason of a violation of any of the sections of this chapter. A second subsequent turnoff hereunder will result in the imposition by the Borough of a charge of ~~\$300~~ \$500. Each subsequent turnoff will result in the imposition by the Borough of a charge of \$750. Service may only be restored by a Licensed NJ Plumber

B. Final meter readings in connection with the sale or transfer of real property will be conducted by the Borough upon request. Prior to the performance of each reading, the requestor shall submit a fee of \$45.00 per parcel to cover the administrative costs of such special, unscheduled readings.

C. Due to nonpayment, an obligatory interruption of service charge of \$425.00 will be imposed, whereby the water meter will be removed from the premises and will not be reinstalled until the arrears, plus interest and special mailing costs (\$25 per utility account), are paid current by means of cash, if paid in person, or cash equivalent funds via mail in accordance with §§ 542-17 and 542-25.

[Amended 8-20-13 by Ord. No. 1431]

(2)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Authorizing Disposal of Surplus Property

WHEREAS, the Borough of Stone Harbor is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, Cape May County, on this 19th day of January, 2016 as follows:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Public Works Department of the Borough.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is attached.

(5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(6) The Borough of Stone Harbor reserves the right to accept or reject any bid submitted.

List Attached: December 22, 2015

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

GOV-DEALS

12/22/15

Auction Items:

- 1- 2004 Ford F-550 4X4 Utility Body Dump Truck W/ Snow Plow
- 2- 2003 Ford Crown Victorian 4 Door Sedan
- 3- 2005 Ford Crown Victorian 4 Door Sedan
- 4- 2009 Dodge Durango 4X4 4 Door SUV
- 5- 6 Tank Aluminum Propane Storage Rack
- 6- Bench Vises 1- 6" Craftsman, 1 -5" Wilton
- 7- 3 - Craftsman 3 Drawer Tool Boxes (Table Top Small)
- 8- Grade Light 2500 Utility Alignment Laser
- 9- Aluminum 15' Canoe
- 10- A Lot of 13 Bicycles
- 11- A Lot of Silent Patrolman Vehicle Dividers

(3)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

REFUND TAX OVERPAYMENT

WHEREAS, a property transfer settlement occurred on Block 90.91 Lot 138, A.K.A. 9011 Third Ave, and Title Alliance of Cape May County LLC overpaid settlement costs on the November 2015 installment; and

WHEREAS, Title Alliance of Cape May County LLC has requested a refund be issued to them; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that a refund check in the amount of \$42.50 be issued to Title Alliance of Cape May County LLC, %Shannon Dolack, 9616 Third Ave Suite 202, Po Box 158, Stone Harbor NJ 08247; and

BE IT FURTHER RESOLVED that the Tax Collector make the proper adjustment in her records.

Offered by Secoded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(4)

WHEREAS, the Borough of Stone Harbor is under contract with Remington & Vernick Engineers for ADA Improvements at the 82nd Street Recreation Facility File #05-10-U-067; and

WHEREAS, Change Order No. 1 will result in a \$2,000 decrease to the original contract amount of \$ \$268,738.50 for an amended contract price of \$266,738.50 and the contract length will be increased by 66 calendar days from the original contract length of 30 days to an amended length of 96 calendar days.

NOW, THEREFORE, BE IT RESOLVED, this 19th day of January, 2016 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 1 Final be and hereby is authorized; and

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized to execute Change Order No. 1 Final dated September 10, 2015, attached hereto and made a part hereof.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....
Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cahtwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

**Remington, Vernick
& Vena Engineers**
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

**Remington, Vernick
& Walberg Engineers**
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

**Remington, Vernick
& Beach Engineers**
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

September 10, 2015

Ms. Suzanne Stanford, Clerk
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, New Jersey 08247

**Re: Borough of Stone Harbor
ADA Improvements at the 82nd Street Recreation Facility
Our File #05-10-U-067**

Dear Ms. Stanford:

Enclosed please find four (4) executed originals of **CHANGE ORDER NO. 1 – FINAL** regarding the above referenced project for your review and approval. Upon execution, please return three (3) original signed copies to our Wildwood office for distribution.

Please note that this change order reflects the following items:

1. As- Built Quantity Adjustments.

Please note that this change order will result in a decrease of \$2,000.00 to the original contract amount of \$268,738.50 for an amended contract price of \$266,738.50.

Additionally, the contract length will be increased by 66 calendar days from the original contract length of 30 calendar days to an amended contract length of 96 calendar days.

Should you have any questions or need further information, please contact Stefanie Smith at our Wildwood office.

Very truly yours,

REMINGTON, VERNICK AND WALBERG ENGINEERS



Marc A. DeBlasio, P.E., P.P., C.M.E.
Executive Vice President

MD:eb

Enclosure(s)

cc: Jill Gougher, Borough Administrator (w/encl.)
Jirn Craft, CFO (w/encl.)
Grant Russ, Director of Public Works (via email)
Whirl Corporation, Inc. (w/encl.)
Dennis Johnson, Chief Inspector (w/encl.)
Stefanie Smith, Contract Administrator, (w/encl.)

S:\Stone Harbor\05-10-u\0510U067 FY2015 NJDCA - 82nd Street\Contract Administration\ 0510U067 15Sept10 CO1 - FINAL cvr.doc

Earning Our Reputation Every Day Since 1901
www.rve.com

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

ADOPTING A CASH MANAGEMENT PLAN FOR THE BOROUGH OF STONE HARBOR

WHEREAS, N.J.S.A. 40A: 5-14 provides that each municipality shall adopt a Cash Management Plan and shall deposit its funds pursuant to that plan, which plan shall include the designation of the depositories, and management of cash to assure the investment of the municipality's funds in interest bearing accounts; and

WHEREAS, a Cash Management Plan for the Borough of Stone Harbor has been prepared, based upon information supplied to the Borough's Chief Financial Officer from the Borough Auditor's; and

WHEREAS, the Mayor and Members of Council have reviewed the attached Cash Management Plan for the Borough of Stone Harbor and believe that it will be in the best interest of the Borough that said plan be adopted by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the attached Cash Management Plan for the Borough of Stone Harbor is hereby adopted for the year 2016.

BE IT FURTHER RESOLVED that hence forth the Borough's money shall be deposited and invested, and otherwise handled pursuant to the Cash Management Plan hereby adopted.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on the day of, 2016

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY
STATE OF NEW JERSEY
CASH MANAGEMENT PLAN**

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Borough, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the

Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investments matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Borough:

Current Fund	Municipal Court Account
Trust Funds	Municipal Court Bail Account
General Capital Fund	Law Enforcement Trust Fund
Water & Sewer Utility Fund	Disbursement Account
Water & Sewer Capital Fund	Preservation Trust
COAH Account	Animal Control
Public Defender	Flexible Spending

III. DESIGNATION OF OFFICIALS OF THE BOROUGH AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Borough (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Borough are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Sturdy Savings Bank
Cape Bank
TD Bank
Bank of America
1st Bank of Sea Isle City
PNC Bank

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. **DESIGNATION OF OFFICIALS TO SIGN CHECKS AND WITHDRAWALS OF THE BOROUGH OF STONE HARBOR.**

Pursuant to N.J.S.A. 40A:5-17.B(2), that the following named officials shall sign checks and authorized withdrawals for the Borough of Stone Harbor:

or

Mayor	Council President
Borough Clerk	Deputy Clerk
Chief Financial Officer	Accounting Assistant

All checks and withdrawals shall be signed with three (3) signatures, namely, the Mayor, Borough Clerk and Borough Chief Financial Officer, or their alternates as listed above except the Municipal Court Accounts.

VI. **DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.**

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the Borough referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

None designated

VII. **AUTHORIZED INVESTMENTS.**

A. Except as otherwise specifically provided for herein, the Designated Officials are hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local unit or bonds or other

- obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
 - (6) Local government investment pools;
 - (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
 - (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec.80b-1 et seq., with experience investing in U.S. Government securities for a least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R., sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;

- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility which changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows:

Limited only to maturities, 1 year or less

VIII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investments involve a document or security which is not physically held by the Borough, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey

Such institution shall provide for the designation of such investments in the name of the Borough to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Borough or by third party custodian prior to or upon the release of the Borough's funds.

To assure that all parties with whom the Borough deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

IX. **REPORTING REQUIREMENTS.**

On the first day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Borough a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Borough as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Borough.

X. **TERM OF PLAN.**

This Plan shall be in effect from January 1, 2016 to December 31, 2016. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Officials are directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

**Authorizing Observation Well Cost Sharing Agreement
Between New Jersey-American Water Company, Inc. and the Borough of Stone Harbor**

WHEREAS, the NJDEP requires any new water allocation permit major modification in the Cape May County area to install permanent observation wells in the various aquifers; and

WHEREAS, after consultation NJDEP and the County Engineering Department authorized the construction of a permanent observation well in the Atlantic City 800 foot Sands Aquifer in the vicinity of Cape May County Airport; and

WHEREAS, the Borough and the NJ-American Water Company Inc. desire to enter into this Agreement to jointly effectuate the construction, maintenance and ownership of the permanent observation well required by DEP.

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor, Suzanne M. Walters be and hereby is authorized to sign the attached Observation Well Cost Sharing Agreement this 15th day of January, 2016.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....

Mayor

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocasima Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick
& Beach Engineers
922 Fayette Street
Censhohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

January 6, 2016

Elizabeth Bozzelli, Clerk of the Board
Cape May County Board of Chosen Freeholders
4 Moore Road
DN 107
Cape May Court House, NJ 08210

RE: Cape May Airport Observation Well
Cape May County, NJ
County Land Approval
Our File No. 0510U073

Dear Ms. Bozzelli:

On behalf of the Borough of Stone Harbor and New Jersey American Water Company, our office is requesting the County's approval to construct a new observation at the Cape May Airport in Lower Township. The installation of the new well is required by the NJDEP Bureau of Water Allocation & Well Permitting as a condition of the current Water Allocation permits for monitoring purposes. The well will be utilized to document water level relationships and monitor the ambient conditions of the Atlantic City 800-foot Sands aquifer.

The proposed well is located on the western end of the Cape May Airport (Block 410.01, Lot 36) within a wooded area. Its location is indicated as "Proposed Well Location No. 1" on the enclosed site map. The new well will be accessible from W Road and limited clearing will be required for the installation. The location was selected by the Bureau of Water Allocation & Well Permitting and the New Jersey Geologic and Water Survey for the purpose of filling data gaps. The data will be utilized to evaluate changes in the chloride and sodium levels and to validate USGS modeling efforts. The Borough of Stone Harbor will be responsible for testing, monitoring and maintain the well.

We request that you please provide County approval for the installation of the observation well at the Cape May Airport. All costs related to the design, installation (including the necessary site clearing) and maintenance of the observation well will be paid for by the Borough of Stone Harbor and New Jersey American Water Company. The proposed observation well will provide valuable information relating to salt water intrusion and mitigating intervention.

T:\Water\Facilities\06on\NJ Cape May\0510 Stone Harbor\0510U073 Monitoring Well\Land Aquisition\County Land Request Letter 1.5.16.doc

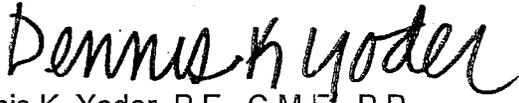
Earning Our Reputation Every Day Since 1901
www.rve.com

Should you have any questions, please contact Jessica Norkis at our Haddonfield office at (856) 795-9595.

Sincerely,

REMINGTON, VERNICK & WALBERG ENGINEERS, INC.

By



Dennis K. Yoder, P.E., C.M.E., P.P.

cc: Dale Foster, Cape May County Engineering Dept.
Nancy Mauro, Cape May County Engineering Dept.
~~Jill Gougher, Stone Harbor Administrator~~
Vince Monica, New Jersey American Water

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(17)

RESOLUTION

WHEREAS, the American Legion Post 331 made application on January 12, 2016 for a Raffle License under Application No. RA-2016-01; and

WHEREAS, it is the desire of the Borough Council of the Borough of Stone Harbor to issue a Certificate of Approval under Application No. RA-2016-01 to American Legion Post 331 for holding of said Raffle (various drawing dates);

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, State of New Jersey this 19th day of January, 2016, as follows:

1. That the Borough Council issue to the American Legion Post 331 a Certificate of Findings and Determination to be signed by the proper officer of said Borough Council under Application No. RA-2016-01 made by said American Legion Post 331; and

2. That the Municipal Clerk of the Borough of Stone Harbor be, and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the American Legion Post 331 in accordance with the application made therefor.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(8)

RESOLUTION

WHEREAS, the American Legion Post 331 made application on January 12, 2016 for a Raffle License under Application No. RA-2016-02, the drawing to be November 11, 2016; and

WHEREAS, it is the desire of the Borough Council of the Borough of Stone Harbor to issue a Certificate of Approval under Application No. RA-2015-02 to American Legion Post 331 for holding of said Raffle;

NOW, THEREFORE, BE IT RESOLVED on January 19, 2016 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, State of New Jersey, as follows:

1. That the Borough Council issue to the American Legion Post 331 a Certificate of Findings and Determination to be signed by the proper officer of said Borough Council under Application No. RA-2016-02 made by said American Legion Post 331; and
2. That the Municipal Clerk of the Borough of Stone Harbor be, and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the American Legion Post 331 in accordance with the application made therefor.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(9)

RESOLUTION

A RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE COUNTY OF CAPE MAY FOR ANIMAL SHELTERING SERVICES

WHEREAS, the Borough of Stone Harbor, in the County of Cape May, State of New Jersey, is occasionally in need of animal sheltering services; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity, for provision of any service which the municipality itself could provide directly; and

WHEREAS, N.J.S.A 40:8a-1, et seq., The Interlocal Services Act, provides a mechanism for making such contracts between public agencies; and

WHEREAS, the Borough Council has been presented with the attached Interlocal Services Agreement by the County of Cape May for the provision of animal sheltering services, which agreement is hereby incorporated herein by reference; and

WHEREAS, the Borough Council finds the terms of the attached agreement acceptable and in the best interests of the citizens of the Borough; and

WHEREAS, the Chief Financial Officer has certified that funds are available for payment due for the agreed 5 year term set forth in "Schedule A" of the Agreement, years 2016 – 2020.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 19th day of January, 2016 as follows:

1. The preamble of this Resolution is incorporated herein as if set forth at length;
2. The Mayor and Borough Clerk are hereby authorized and directed to execute on behalf of the Borough, the attached Interlocal Services Agreement between the County of Cape May and the Borough of Stone Harbor for Animal Sheltering Services.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAPE MAY AND
THE BOROUGH OF STONE HARBOR
FOR ANIMAL SHELTERING SERVICES

THIS AGREEMENT is entered into this this ____ day of _____, 2015 by and between THE COUNTY OF CAPE MAY, hereinafter referred to “County”, and THE BOROUGH OF STONE HARBOR, hereinafter referred to “Municipality”.

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal Agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner municipalities; and

WHEREAS, the Municipality recognizes its requirements to provide animal control and shelter services in accordance with New Jersey State Law, and desires to continue to utilize such services through the County for the aforesaid period of time; and

WHEREAS, both the County and the Municipality have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions, and both parties deem it appropriate to define their rights and responsibilities with respect to the services provided for herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement, and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq., the parties agree to the nature and extent of services to be performed as follows:

I. PURPOSE. The County shall continue to own and operate the Cape May County Animal Shelter and Adoption Center (“the “Shelter”), a properly licensed and inspected Animal Shelter established and operating in accordance with the provisions of N.J.S.A. 4:19-15.8) for use by the Municipality’s designated licensed Animal Control Officer (as required in accordance with the provisions of N.J.S.A. 4:19-15.16b) and on behalf of its municipal partners.

II. GENERAL PROVISIONS:

- A. The County will continue its operation of the Shelter for the term of the interlocal agreement.
- B. The County agrees to ensure that the Shelter meets all health and safety requirements for human and animal occupancy.
- C. The County agrees to provide for the humane treatment of all animals.
- D. The County agrees to provide for the medical treatment for cats and dogs in the Shelter in accordance with New Jersey State Law, and agrees to provide additional medical care (including inoculations) to animals being offered for adoption.
- E. The County agrees to provide for the acceptance, holding, and disposition of all cats and dogs, in accordance with New Jersey State Law, which the Municipality shall deliver to the Shelter.
- F. In addition to the provisions of State law or regulations, the County agrees to provide for municipal participation in determining the appropriate policies to facilitate the successful operation of the Shelter
- G. The Municipality agrees to ensure the strict adherence to the policies and procedures established by the Shelter and by that Municipality’s Animal Control Officer. The County agrees to provide that written documentation be transmitted to the Municipality of any problems or concerns regarding the professional conduct of the Municipality’s Animal Control Officer as witnessed at the Shelter.
- H. The County agrees to make a good faith effort to research and apply for grants from both the public and private sectors to defray the operational expenses of the Shelter. The County shall provide the resources for this purpose. Administrative costs attributable to successful grant awards will be eligible for reimbursement from the grant funds to the general fund of the county.

III. ADVISORY BOARD:

- A. The County agrees to facilitate the establishment of the Cape May County Animal Shelter Advisory Board, hereinafter referred to as “the Advisory Board”. This Board shall consist of no less than nine (9) and no more than eleven (11) members. The following shall constitute the membership of said Board, upon its formation:
1. One Freeholder, or designee of the Freeholder Board;
 2. two (2) Public Citizen members appointed by the Board of Chosen Freeholders;
 3. one (1) County based Veterinarian, appointed by the Board of Chosen Freeholders; and
 4. one (1) member from each participating municipality said members to be (i) Elected Officials, (ii) senior appointed managers of their respective municipality or (iii) a resident with experience in animal advocacy, veterinary medicine and/or animal sheltering.
- B. The Shelter Manager, Veterinarian of Record and one Municipal Animal Control Officer (as selected by the official members of the Advisory Board”, shall serve as ex officio members. Municipal appointments will be confirmed by Resolution of the Board of Chosen Freeholders. Members of County Administration, as deemed helpful by the Shelter Manager, may be invited to participate in meetings of the Advisory Board as needed to address areas of Shelter operations within their area of expertise or experience.
- C. The Advisory Board, or similar agency, shall insure ongoing dialog between the municipal partners and the County.
- D. Meetings of the Advisory Board, or similar agency, shall take place twice a year or as called by the Shelter Manager; proper notice shall be given to the public in accordance with N.J. State Law. At each such meeting, the Shelter Director shall review animal intake and outtake and other issues related to animal control, staffing, and Shelter operations. The Advisory Board shall be entitled to comment on such report, and to take that information back to their communities.

IV. ANIMAL HOUSING:

- A. The County agrees to accept any cat or dog from the Municipality’s designated Animal Control Officer, and to provide care for such animal as dictated by N.J. State Law.

- B. The County agrees to provide for the acceptance of any cat or dog for surrender from a resident of the Municipality, upon furnishing of proper identification; the collection of any fees associated with this transaction shall be in accordance with duly adopted policies of the Shelter.
- C. The County agrees to provide for the quarantined housing of animals involved in "bite" cases or suspected rabies cases during the legally mandated holding period, as dictated by New Jersey State Law.
- D. Animals remaining in the Shelter after the mandatory holding period prescribed by New Jersey State Law shall become the property of the County Animal Shelter. The animals shall be cared for as directed by the policies established by the Advisory Board. The municipality holds no claim to any animal or to any fees collected or costs associated with the disposition of said animal.

V. SPAY/NEUTER FUND

- A. The County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the Shelter. A dedicated Spay/Neuter account shall be established, and funds shall be utilized exclusively for the implementation of the Spay/Neuter Program.
- B. The County Spay/Neuter Fund shall provide funds for the sterilization of animals offered for adoption at the Shelter as well as providing funds as available for a program mirroring the eligibility requirements and process of the existing State of New Jersey Low Cost Spay-Neuter Program. County Spay/Neuter Funds shall supplement the State of New Jersey Low Cost Spay-Neuter Program. This program shall be known as the "Cape May County Animal Population Control Plan."
- C. As part of this Agreement for Animal Sheltering Services, the Municipality also agrees to participate in Spay/Neuter Program activities
- D. The amount payable to the County Spay/Neuter fund shall be due in "one lump sum payment" on or before February 1st of each year.

VI. ACCESS TO ANIMAL SHELTER:

- A. The County agrees to provide for public access to the Shelter in accordance with the provisions of N.J. State Law, including public hours and non-public working hours.
- B. The Municipality shall reserve the right, upon reasonable notice to the County, to inspect the Shelter at any time when said Shelter is in operation (public and non-public working hours).

- C. The Municipality's designated Animal Control Officer shall be granted 7 day a week, 24-hour access to a portion of the building for the purpose of animal intake. Such access shall be granted in the extent, form, and manner prescribed by the Shelter.

VII. EQUIPMENT:

- A. The County agrees to provide for the equipment, supplies, and materials necessary for the proper care of dogs and cats according to applicable N.J. State Law and Administrative Code.
- B. The Municipality acknowledges responsibility for all equipment related to the Animal Control function.

VIII. INSURANCE: The County agrees to provide for the maintenance of appropriate insurance coverage for the County Animal Shelter. The costs of said insurance will be incorporated into the operating budget of the County Animal Shelter.

IX. REPORTING:

- A. On the first day of each month, the Municipality shall make available to the Shelter records of all newly licensed dogs and cats within the municipality.
- B. Within 15 days of its completion, the Municipality shall provide the Shelter with the results of the annual canvass of dogs (required by N.J.S.A. 4:19-15.15).
- C. The Municipality shall make available monthly to the Shelter, detailed reports from the Municipality's designated Animal Control Officer detailing the date, time, location, conditions, animal description, and other such information as deemed necessary by the Shelter to aid in the determination of the ownership of the animal. This information is in addition to any forms required by the Shelter for intake or recordkeeping purposes.
- D. The County shall make available monthly reports detailing the processing of any intakes from that Municipality. Said reports shall contain information as required by State Statute and Administrative Code.

X. TERM OF AGREEMENT:

- A. The County agrees to provide for said services to the Municipality under the terms of this agreement through its term, as set forth herein, and unless said agreement may be modified by mutual agreement of the parties in

accordance with the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq.

- B. The term of this Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the County and the participating municipalities, and shall continue for a term of five (5) years (the “Initial Term”). At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities. Unless a participating municipality objects to any revised Consideration based upon actual Shelter operating costs and terminates its participation in the Shelter under this Agreement three months prior to the expiration of the Initial Term, this Agreement shall automatically review for an additional five (5) year term (the “Renewal Terms”).
- C. Additional services, including but not limited to humane education and community outreach, may be provided by the Shelter if and only if the costs of these services are completely funded under a guaranteed revenue stream.
- D. By signing this Agreement, both parties acknowledge that the Agreement refers to Animal Sheltering Services only; no Animal Control services will be provided under this Agreement.

XI. CONSIDERATION:

- A. The Municipality shall have no ownership, capital, property rights, or equity in the Shelter.
- B. In return for the services outlined in this agreement, the Municipality agrees to provide payment to the County in the amounts and at the times specified on “Schedule A” of this Shared Services Agreement. At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities.
- C. All payments shall be due and owing on the date stated, without a grace period. In the event that any payment is not received by the due date, then the Municipality shall pay to the County interest at the rate of 18% per annum. If payment is late by more than 30 days, then the County in its sole discretion may terminate the Agreement upon ten days written notice to the Municipality.

XI. SUBCONTRACTS. The County of Cape May reserves the right to execute a subcontractor Agreement for the operation of the animal shelter, and any components thereof as described within this document, providing that said subcontractor subscribes wholly to the terms of this Shared Services Agreement to the satisfaction of the County of Cape May and the Municipality.

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

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli
Clerk of the Board

BY:

Gerald M. Thornton
Freeholder Director

Date: _____

APPROVED AS TO FORM:

James B. Arsenault, Jr., Esquire
County Counsel

WITNESS:

BOROUGH OF STONE HARBOR

Municipal Clerk

Mayor

Date: _____

APPROVED AS TO FORM:

Borough Solicitor

Schedule A
BOROUGH OF STONE HARBOR

Schedule A establishes the financial requirements for municipal and County participation. Each increment is based upon a full 12 months at each step, beginning on January 1st and ending on December 31st of each year. Payment of Operating Contract Costs shall be made quarterly on the same schedule as tax disbursement to the County. The contribution to the County Spay and Neuter fund shall be made in a lump sum on or before February 1st of each year.

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2016	\$ 934.00	\$ 1,400.50	\$ 1,400.50	\$ 1,400.50	\$ 1,400.50	\$ 5,602.00
2017	\$ 934.00	\$ 1,429.50	\$ 1,429.50	\$ 1,429.50	\$ 1,429.50	\$ 5,718.00
2018	\$ 934.00	\$ 1,459.00	\$ 1,459.00	\$ 1,459.00	\$ 1,459.00	\$ 5,836.00
2019	\$ 934.00	\$ 1,489.25	\$ 1,489.25	\$ 1,489.25	\$ 1,489.25	\$ 5,957.00
2020	\$ 934.00	\$ 1,520.00	\$ 1,520.00	\$ 1,520.00	\$ 1,520.00	\$ 6,080.00

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(10)

Authorizing the Mayor to Sign Agreement, Wetlands Institute

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

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Proposal, a copy of which is attached hereto and in consideration will pay the Wetlands Institute \$ 26,000, made in four (4) equal payments as per Agreement with additional services assessed on a project by project basis; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor, Suzanne M. Walters be and hereby is authorized to sign the attached Agreement from Wetlands Institute on this 19th day of January, 2016.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor



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

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICE

TWI agrees to provide the following Services to the Borough.

- a) Coordinate restoration and natural areas maintenance at the Stone Harbor Bird Sanctuary;
- b) Conduct naturalist-led tours of the Stone Harbor Bird Sanctuary;
- c) Advise on management strategies and programs at Stone Harbor Point in accordance with the approved conservation plan, its revision, and restoration and conservation programs;
- d) Advise on natural areas management strategies and site conditions for Sedge Island;
- e) Work with the Borough on the development of a comprehensive strategy for managing subsidized predators (esp. skunks, raccoons, and rats) and their impacts to wildlife and the natural areas in the Bird Sanctuary and at The Point; and
- f) Provide technical review and comments to the Natural Resources Committee as requested.

2. TERM

This Agreement is effective beginning on 1/1/2016 and shall remain in effect until 12/31/2016.

3. COMPENSATION

In consideration for TWI providing Services to the Borough, Borough agrees to pay TWI \$26,000. Additional services related to project development, management, analyses, and reporting shall be assessed on a project by project basis. Payment shall be made in four payments as follows: \$6,250 1/29/2016, \$6,250 on 4/29/2016, \$7,250 on 7/29/2016, and \$6,250 on 10/28/2016 upon provision of an invoice to the Borough.

4. RELATIONSHIP OF THE PARTIES

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

5. INDEMNIFICATION

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

6. GOVERNING LAW

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

7. COMPLIANCE

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

8. ASSIGNABILITY

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

9. ENTIRE UNDERSTANDING

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

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

DATED: 01/05/2016

Name: _____

Title/Organization: Executive Director

Name: _____

Title/Organization: _____

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(14)

RESOLUTION

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

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

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

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

1. *Matters Relating to the Attorney-Client privilege – ACE Peermont Project*
2. *Matters Relating to the Attorney-Client privilege – Dredging Project*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on January 19, 2016, 2015 that an Executive Session closed to the public shall be held on January 19, 2016 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

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

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

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2016

The above resolution approved this day of....., 2016

Borough Clerk

.....
Mayor