

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

**REGULAR MEETING**

**TUESDAY**

**September 5, 2017**

**4:30 p.m.**

**DOCK HEARING – 10006 Corinthian Drive – John Dent & Patricia McBride (1)**

**PRESENTATION – ACE – Ronnie Town – Greg Domsic (2)**

**Ordinance 1503 (Clarify Zoning Fees – 2<sup>nd</sup> 3<sup>rd</sup> and final (3) Lane**

**Ordinance 1504 (Release of Balloons – 2<sup>nd</sup> 3<sup>rd</sup> and final (4) Parzych**

**Ordinance 1505 (Designate PW to Install and Maintain Signs – Municipal Public Access Plan 2<sup>nd</sup> 3<sup>rd</sup> and final (5) Kramar**

**Resolution – Lease – Chamber of Commerce (6) Rich**

**Resolution – Shared Services Agreement Avalon CFO (7) Gallagher**

**Resolution – Purchase 25RL King Cobra Trash Truck COOP (8) Kramar**

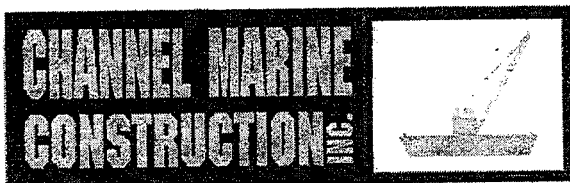
**Resolution – In favor of Assembly Bill 4993 - Firefighting Courses may be taken on line (9) Parzych**

**Resolution – Refund Utility Overpayment – Harbaugh Cottages LLC (10) Krafczek**

**Resolution – Special Emergency Appropriation – Master Plan (11) Lane**

**Resolution – Favor Department of State Managed J-1 Visa, Summer Work Travel Program (12) Lane**

**DISCUSSION:**



31 Clermont Drive  
Clermont, NJ 08210  
Phone: 609-967-5600  
Fax: 609-624-1225

August 18, 2017

Suzanne C. Stanford, R.M.C.  
Borough Clerk  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

Dear Suzanne:

This letter is the request to schedule a meeting before the Mayor and Council on September 5, 2017 for installation of a Pier, a Floating Dock, and Ramp at:

Block: 200.03  
Lots: 470  
a/k/a: 10006 Corinthian Drive  
Owner: John Dent & Patricia McBride

Sincerely,

Frank Bowen, President  
Channel Marine Construction, Inc.

FB/lp



BOROUGH OF STONE HARBOR  
CONSTRUCTION • ZONING  
9508 SECOND AVENUE  
STONE HARBOR, NEW JERSEY 08247

TELEPHONE (609) 368-6813  
(609) 368-6814  
FAX (609) 368-6628

August 18, 2017

Channel Marine Construction  
31 Clermont Drive  
Clermont, NJ 08210

Re: 10006 Corinthian Drive

Dear Contractor:

Please be advised that once Mayor and Council have approved your request for the permit for fixed pier and the permit for the dock, then this office can issue the permit. Thank you.

Sincerely,

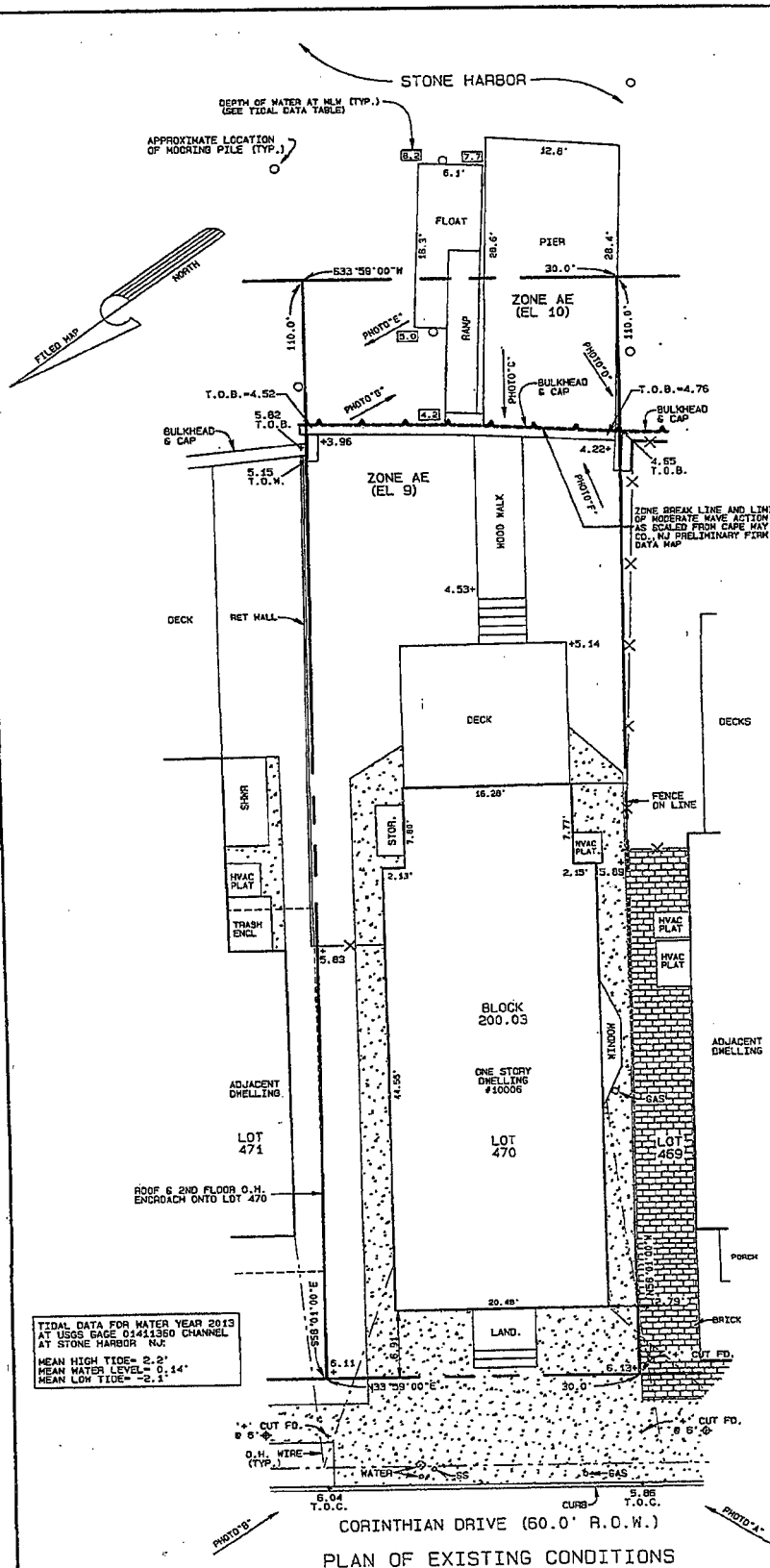
Michael Koochembere  
Construction Official

Raymond Poudrier  
Zoning Officer

*"The Seashore at its Best"*



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102



<p><b>THOMAS * AMEY * SHAW, INC.</b>  <b>SURVEYING * PLANNING * DESIGN</b>          2900 DUNE DRIVE, SUITE 3, AVONON, N.J. 08002          PHONE 908-887-3989 FAX 609-407-4844 E-MAIL: info@tasmwv.com          CERTIFICATE OF AUTHORIZATION NUMBER 24G427228300</p>	<p>PLAN TO ACCOMPANY          CAFFRA PERMIT APPLICATION          FOR JOHN DENT AND          PATRICIA MCBRIDE          BLOCK 200.03          LOT 470          BOROUGH OF STONE HARBOR          CAPE MAY COUNTY, N.J....</p>												
<p><i>Gary Lee Thomas</i></p> <p><b>GARY LEE THOMAS</b>          PROFESSIONAL LAND SURVEYOR, N.J.P.E.S. No. 23821          PROFESSIONAL PLANNER, N.J.P.P. No. 2441          CERTIFIED PLANTING MANAGER NO. 108-07-026563</p>	<table border="1"> <tr> <th>DRAWN</th> <th>CHECKED</th> <th>APPROVED</th> </tr> <tr> <td>MVG</td> <td><i>GUT</i></td> <td><i>GUT</i></td> </tr> <tr> <th>DATE</th> <th>SCALE</th> <th>SHEET</th> </tr> <tr> <td>08/29/16</td> <td>1" = 10'</td> <td>1 OF 5</td> </tr> </table>	DRAWN	CHECKED	APPROVED	MVG	<i>GUT</i>	<i>GUT</i>	DATE	SCALE	SHEET	08/29/16	1" = 10'	1 OF 5
	DRAWN	CHECKED	APPROVED										
	MVG	<i>GUT</i>	<i>GUT</i>										
	DATE	SCALE	SHEET										
08/29/16	1" = 10'	1 OF 5											

NOTES:

1. THIS PLAN IS FOR NJDEP PERMITTING ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.  
ADD 1.3 FEET TO CONVERT TO NGVD 1929.

**TOTAL EXISTING COVERAGE OVER THE WATER= 492 S.F.**  
**TOTAL PROPOSED COVERAGE OVER THE WATER= 300 S.F.**  
**TOTAL REDUCTION OF COVERAGE OVER THE WATER= 192 S.F.**

STONE HARBOR

APPROXIMATE LOCATION OF MOORING PILE (TYP.)

EXISTING DEPTH OF WATER AT M.L.W. (TYP.) (SEE TIDAL DATA TABLE)

MATERWARD EXTENT OF EXIST. PIER

PILER NOT TO CROSS PROP. LINE OR PROP. LINE EXTENDED

ZONE AE (EL. 10)

PROP. FLOAT

MIN.

30.0'

EXISTING PIER TO BE REDUCED

110.0'

PROP. 3"x16" RAMP

BULKHEAD & CAP

CONNECT TO EXIST. BULK.

PROPOSED SHEET VINYL BULKHEAD TO BE REPLACED IN THE SAME LOCATION AS THE ORIGINAL ALIGNMENT.

ZONE AE (EL. 9)

PROPOSED BULKHEAD RETURN

RET WALL

DECK

SHR

HVAC PLAT

TRASH ENCL.

ADJACENT DWELLING

SMART VENT (TYP)  
1 SMART VENT PER 200SF OF GRASS SPACE

ROOF & 2ND FLOOR O.H.  
ENCROACH ONTO LOT 470

LOT 471

356' 01" 00" E

N33° 59' 00" E

20'

30.0'

CURB

GAS

WATER

O.H. WIRE (TYP.)

BRICK

PORCH

ADJACENT DWELLING

HVAC PLAT

FENCE ON LINE

REV. 5-23-17 WORKING FACILITIES & BULKHEAD  
 REV. 5-23-17 WORKING FACILITIES  
 6-01-17 WORKING FACILITIES

JUL 1 1 2017

Professional Engineer Seal: Gary Lee Thomas, No. 23921

**THOMAS \* AMEY \* SHAW, INC.**  
 SURVEYING \* PLANNING \* DESIGN  
 2900 DUNE DRIVE, SUITE 3, AYALON, N.J. 08202  
 PHONE 609-887-3999 FAX 609-887-4644 E-MAIL: info@tasurvey.com  
 CERTIFICATE OF AUTHORIZATION NUMBER 246A27629900

**GARY LEE THOMAS**  
 PROFESSIONAL LAND SURVEYOR N.J.P.L.S. No. 23921  
 PROFESSIONAL PLANNER, N.J.P.P. No. 2461  
 CERTIFIED FLOODPLAIN MANAGER NO. US-07-02593

**PLAN TO ACCOMPANY  
 CAFRA PERMIT APPLICATION  
 FOR JOHN DENT AND  
 PATRICIA MCBRIDE  
 BLOCK 200.03  
 LOT 470**

**BOROUGH OF STONE HARBOR  
 CAPE MAY COUNTY, N.J.**

DRAWN	CHECKED	APPROVED
MWG	GLT	GLT
DATE	SHEET	2 OF 5
08/29/16	1" = 10'	

**NOTES:**

- THIS PLAN IS FOR NJSEP PERMITTING ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.
- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
- THE USE OF PLASTIC UNDER LANDSCAPED OR GRAVEL AREAS IS PROHIBITED. ALL SUB-GRAVEL LINERS SHALL BE MADE OF CLOTH OR OTHER PERMEABLE MATERIAL.
- ANY DRIVEWAY SHALL BE COVERED WITH A PERMEABLE MATERIAL OR ELSE SHALL BE PITCHED TO DRAIN RUNOFF ONTO PERMEABLE AREAS OF THE SITE.
- ALL STRUCTURES, INCLUDING PIERS AND DOCKS (PILES, STRINGERS, MAINLERS AND DECKING), BOAT LIFTS, MOORING PILES, BREAKWATERS, SIGNS, AS PLASTIC, NATURAL RUBBER, CONCRETE, TREATED WOOD, POLYMER COATED PRESSURE-TREATED WOOD, CONCRETE OR OTHER INERT PRODUCTS, GEOTEXTILE AND PRESSURE-TREATED WOOD PRESERVATIVE TREATMENTS SUCH AS "CUPRESSOL" ARE CONSIDERED POLLUTING MATERIALS AND ARE NOT ACCEPTABLE FOR THE PURPOSE OF THIS PERMIT.
- A SILT FENCE WITH A 10 FOOT LANDWARD RETURN SHALL BE ERRECTED AT THE LIMIT OF DEVELOPMENT ALONG THE WATERWARD SIDES OF THE DEVELOPMENT BEFORE CONSTRUCTION BEGINS AND REMAIN IN PLACE UNTIL ALL CONSTRUCTION AND LANDSCAPING IS COMPLETED.

WATER:

1. THIS PLAN IS FOR UNDER PERMITTING ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
3. THE USE OF PLASTIC UNDER LANDSCAPED OR GRAVEL AREAS IS PROHIBITED. ALL SUB-GRAVEL LINESH SHALL BE MADE OF CLOTH OR OTHER PERMEABLE MATERIAL.
4. ANY PERIMETER SHALL BE COVERED WITH A PERMEABLE MATERIAL OR ELSE SHALL BE PITCHED TO DRAIN RUNOFF ONTO PERMEABLE AREAS OF THE SITE.
5. ALL STRUCTURES, INCLUDING PILES AND DOCKS (PILES, STRINGERS, WALLERS AND ALUMINUM BOAT LIFTS, MOORING PILES, BREAKWATERS AND REPLACEMENT BULKHEADS SHALL BE CONSTRUCTED WITH NON-POLLUTING MATERIALS SUCH AS RECYCLED CEMENT, CEDAR OR OTHER NATURAL PRODUCTS. CHROCODILE AND PRESSURE-TREATED LUMBER (1, 8, PRESERVATIVE TREATMENT SUCH AS COA-C, ACQ, CO, AKA, ETC.) (NUMBERED 1, 8, WHICH IS SUSCEPTIBLE TO LEACHING OF CONSIDERABLE POLLUTING MATERIALS AND ARE NOT ACCEPTABLE FOR THE PURPOSE OF THIS PERMIT.
6. A SILT FENCE WITH A 10 FEET LANDWARD RETURN SHALL BE ERECTED AT THE LIMIT OF DISTURBANCE ALONG THE WATERHEDD SIDES OF THE CHANNEL AND INSPECTING IS COMPLETED.



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND USE REGULATION

Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
<http://www.nj.gov/dep/landuse/>



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		<p>Approval Date <b>JUL 11 2017</b></p>
		<p>Expiration Date <b>JUL 10 2022</b></p>
<p>Permit Number(s):  0510-17-0005.1 (CZM170001) (WFD170001)</p>	<p>Type of Approval(s):  CZGP5 Expansion or Reconstruction SFH/Duplex Waterfront Development Individual Permit – in water Water Quality Certificate SPGP-17</p>	<p>Enabling Statute(s):  N.J.S.A. 13:19 CAFRA N.J.S.A. 12:5-3 WFD N.J.S.A. 58:10A-1 WQC</p>
<p>Permittee:  John R. Deht Patricia A. McBride 3547 North Nottingham Street Arlington, VA 22207</p>	<p>Site Location:  Street Address: 10006 Corinthian Drive Block(s): 200.03 Lot(s): 470 Municipality: Borough of Stone Harbor County: Cape May County</p>	
<p><b>Description of Authorized Activities:</b> Construct a new single family dwelling and associated structures; install approximately 29 linear feet of vinyl replacement bulkhead in the same footprint as the existing bulkhead; construct 30 linear foot retaining wall adjacent to lot 471; construct 29 linear foot retaining wall adjacent to lot 469; redesign the existing waterfront structures in water to include an 8'x20' fixed pier, 3'x16' ramp leading to a 6'x21' floating dock. All approved activities are as shown on the approved plans.</p> <p>The approved activities are as shown on the following three (3) sheets entitled "PLAN TO ACCOMPANY CAFRA PERMIT APPLICATION FOR JOHN DENT AND PATRICIA MCBRIDE, BLOCK 200.03, LOT 470, BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, N.J.", including:</p> <ul style="list-style-type: none"><li>- Page 2 of 5, dated August 29, 2016, last revised June 1, 2017, and prepared by Thomas, Amey, Shaw, Inc.</li><li>- Page 4 of 5, dated September 1, 2016, unrevised, and prepared by Thomas, Amey, Shaw, Inc.</li><li>- Page 5 of 5, dated September 1, 2016, unrevised, and prepared by Thomas, Amey, Shaw, Inc.</li></ul> <p>This permit is authorized under, and in compliance with, the Coastal Zone Management Rules (NJAC 7:7-1.1, et seq.) as amended on June 20, 2016.</p> <p>This permit is issued in accordance with a Tidelands grant issued to South Jersey Reality Co., dated October 20, 1910, Liber T, Page 106.</p> <p>This permit is subject to conditions of the attached Army Corps of Engineers permit.</p> <p>Within 90 days of permit issuance, and prior to construction, the applicant shall reduce the existing fixed pier to 8'x20' as shown on the approved plans.</p>		
<p>Prepared by: <u><i>Amy Wells</i></u> Amy Wells</p>		<p>Received and/or Recorded by County Clerk:</p>
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		

### PRE-CONSTRUCTION CONDITIONS:

1. **Timing:** If this permit contains a condition that must be satisfied prior to the commencement of construction, the permittee must comply with such condition(s) within the time required by the permit or, if no time specific requirement is imposed, then within six months of the effective date of the permit, or provide evidence satisfactory to the Division that such condition(s) cannot be satisfied.
2. This permit is issued in accordance with a Tidelands grant issued to South Jersey Reality Co., dated October 20, 1910, Liber T, Page 106.
3. This permit is subject to conditions of the attached Army Corps of Engineers permit.
4. Within 90 days of permit issuance, and prior to construction, the applicant shall remove all waterfront structures not authorized by this permit.

### SPECIAL CONDITIONS:

1. **Recording of Permit:** This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter.
2. **Material Disposal:** All excavated material and dredge material shall be disposed of in a lawful manner. The material shall be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
3. All foundations, slabs, footings and walls of the proposed structure/s shall be designed to resist uplift, floatation, collapse and displacement due to hydrostatic and hydrodynamic forces resulting from flooding up to an elevation of 9 feet NAVD. Furthermore, all structural components shall be designed to resist the same forces.
4. The lowest finished floor shall be at a minimum of 10' NAVD. The construction of any habitable area below this elevation, such as a basement is prohibited.
5. The deed for the lot on which the enclosure below the building and/or garage are constructed must be modified to:
  - a. Explain that the enclosure is likely to be inundated by floodwaters, which may result in damage and/or inconvenience;
  - b. Disclose the depth of flooding that the enclosure would experience during the FEMA 100-year flood, if available, and the flood hazard area design flood;
  - c. Prohibit habitation of the enclosure; and
  - d. Explain that converting the enclosure into a habitable area may subject the property owner to enforcement under this chapter; and
  - e. The modified deed is recorded in the Office of the County Clerk or the registrar of deeds and mortgages of the county in which the building is located, and proof that the modified deed has been recorded is provided to the Department prior to the sooner of either:

15. Floating docks shall be constructed to include stoppers to prevent the structure from resting on the bottom of the waterway at low tide.

**STANDARD CONDITIONS:**

1. **Responsibilities:**
  - a. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings.
  - b. A copy of this permit, other authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.
2. **Permit modification:** Plans and specifications in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit.
3. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
4. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.
5. **Sediment control:** Development which requires soil disturbance, creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3-1.14.
6. **Rights of the State:**
  - a. This permit does not convey any property rights of any sort, or any exclusive privilege.
  - b. Upon notification and presentation of credentials, the permittee shall allow Department representatives or their designated agents, to enter upon the project site and/or where records must be kept under the conditions of this permit, inspect at reasonable times any



- (1) The start of any site disturbance (including pre-construction earth movement, removal of vegetation or structures, or construction of the project); or
  - (2) The date that is 90 calendar days after the issuance of the permit.
6. The deed for the lot on which the driveway is constructed is modified to:
  - a. Explain that the driveway and any associated parking area is likely to be inundated by floodwaters, which may result in damage and/or inconvenience; and
  - b. Disclose the depth of flooding that the driveway and any associated parking area would experience during the FEMA 100-year flood, if available, and the flood hazard area design flood; and
  - c. The modified deed is recorded in the Office of the County Clerk or the registrar of deeds and mortgages of the county in which the single family home or duplex is located, and proof that the modified deed has been recorded is provided to the Department prior to the sooner of either:
    - (1) The start of any site disturbance (including pre-construction earth movement, removal of vegetation or structures, or construction of the project); or
    - (2) The date that is 90 calendar days after the issuance of the permit.
7. Consistent with Assembly Bill, No. 2804, P.L. 2007, CHAPTER 113 the use of creosote treated material (or other descriptive term from the law) in the construction of the authorized structure(s) is prohibited.
8. This permit authorizes construction of the proposed development only. This permit does not legalize any upland structures or structures in-water that are not associated with the proposed development.
9. All structures shall be constructed of nonpolluting materials such as plastic, natural cedar or other untreated wood, concrete or other inert products. Creosote and CCA-treated lumber (a.k.a. pressure treated or wolmanized lumber) which is susceptible to leaching are considered polluting materials and are not acceptable.
10. No more than four (4) may be moored at any time. All structures and mooring areas shall be located as depicted on the approved plans and within the permittee's property line extension and/or limit of a Tidelands instrument.
11. The structures are not to exceed the dimensions as specified on the permit description and as shown on the approved plans.
12. Space between horizontal planking is maximized and width of horizontal planking is minimized to the maximum extent practicable. Under normal circumstances, a minimum of 3/8-inch, 1/2-inch, 3/4-inch, or one-inch space is to be provided for 4-inch, 6-inch, 8 to 10-inch, or 12-inch plus wide planks, respectively.
13. The width of the structure shall not exceed twice the clearance between the structure and the surface of the ground below or the water surface at mean high tide (measured from the bottom of the stringers).
14. All debris, wood, trash, and other loose materials shall be discarded and legally disposed of offsite. The applicant shall take special care that no debris enters or remains in the water.

facilities, equipment, practices or operations regulated or required under the permit, and sample or monitor for the purposes of determining compliance. Failure to allow reasonable access shall be considered a violation of this permit and subject the permittee to enforcement action.

- c. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit.
7. **Duty to Reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit authorization, the permittee must apply for and obtain a new permit authorization.
8. **Transfer of Permit:** This permit may not be not transferable to any person unless the transfer is approved by the Department. Please refer to the applicable rules for more information.
9. **Other Approvals:** The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under this permit does not indicate that the activity also meets the requirements of any other rule, plan or ordinance.
10. **Noncompliance:**
  - a. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as modification, suspension and/or termination of the permit.
  - b. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 420, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter.
11. **Appeal of Permit:** In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Administrative Hearing Request Checklist. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the Checklist is available through the Division's website at [http://www.nj.gov/dep/landuse/download/lur\\_024.pdf](http://www.nj.gov/dep/landuse/download/lur_024.pdf). In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information about this process.

12. **Term of Permit:** This authorization for a General Permit is valid for five years from the date of issuance. This authorization may be extended one time for five years, in accordance with the requirements at N.J.A.C. 7:7-3.7. All regulated activities being conducted pursuant to this authorization shall immediately cease on the date the authorization expires. If the authorization expires and the permittee intends to commence or continue the regulated activities, the permittee shall obtain a new authorization or permit under this chapter authorizing the regulated activities. The Department shall issue a new authorization only if the project is revised where necessary to comply with the requirements in effect when the application for the new authorization is declared complete for review.

Approved By:

Joanne B. Davis

Joanne B. Davis, Supervisor  
Division of Land Use Regulation

7/11/17

Date

Original: To Agent to record

C: Permittee  
Bureau of Coastal and Land Use Enforcement (w/plan)  
Municipal Clerk & Construction Official (w/plan)

DEPARTMENT OF THE ARMY GENERAL PERMIT  
NEW JERSEY-SPGP-17

PERMITTEE AND PERMIT NUMBER: *John Dent, Patricia McBride 0570-17-0005, 62M WFD 170001*  
CENAP-OP-R-SPGP-17 -

ISSUING OFFICE:

Department of the Army  
U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

PROJECT DESCRIPTION: This general permit authorizes the construction of structures; performance of work and the discharge of dredged and fill material in substantially developed artificial tidal lagoons and their access channel. The terms "structure" and "work" are defined in Federal regulations contained in 33 CFR 322.2[b] & [c]. The terms "discharge of dredged material", "fill material" and "discharge of fill material" are defined in Federal regulations contained in 33 CFR 323.2[d], [e] & [f]. "Substantially developed" artificial tidal lagoons are those where the surrounding lands are uplands and do not support wetlands other than a narrow band of fringe wetlands along the waterline. Lagoons are defined as artificially created linear waterways sometimes branched, ending in a dead end with no significant upland drainage. A natural waterway, which is altered by activities including, but not limited to, filling, channelizing, or bulkheading shall not be considered a lagoon. A bulkheaded boat slip shall not be considered a lagoon.

PROJECT LOCATION: This general permit is applicable to Waters of the United States in the State of New Jersey located in substantially developed artificial tidal lagoons and their access channel within the geographic boundaries of both the Philadelphia District and the New York District, U.S. Army Corps of Engineers.

TERMS OF AUTHORIZATION:

1. That in order for the construction of structures, performance of work and/or the discharge of dredged and fill material to be approved by this general permit, these activities must be reviewed and receive the approval(s) or waiver of authorization from the New Jersey Department of Environmental Protection (NJDEP), pursuant to N.J.S.A. 12:5-3 (Waterfront Development Permit), N.J.S.A. 13:9A-1 et seq (Wetlands Permit), New Jersey Water Pollution Control Act, N.J.S.A. 58, 10A (Water Quality Certificate), and/or N.J.A.C. 7:7-2.3(d) ("Zanes"). Additionally, in order for these activities to be approved under this general permit, you must be furnished a copy of this general permit from the NJDEP at the time you receive your State approval.

(3)

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

**ORDINANCE NO. 1503**

**AN ORDINANCE AMENDING ORDINANCE 1330 (CHAPTER 345,  
SECTION 345-24. Fees OF THE REVISED GENERAL ORDINANCES)**

**WHEREAS, Section 345-24. Fees is amended as follows:**

**SECTION 1.**

<u>CATEGORY</u>	<u>APPLICATION FEE</u>	<u>ESCROW FEE</u>
Subdivision, Minor	\$550.00	\$1,000.00 per lot
Subdivision, Major	\$550.00	\$1,000.00 per lot
Site Plan, Major (Preliminary)	\$550.00	\$2,000.00
Site Plan, Major (Final)	\$550.00	\$2,000.00
Informal Review	\$550.00	\$1,000.00
Variances	\$550.00 per Variance	\$500.00 if no Site Plan required; \$2,000.00 if Site Plan required
Request for Extension of Time	\$100.00	\$100.00
Subdivision or Site Plan Amendment	50% of original fees	
Zoning Permit	<u>.0035 of project cost (but not less than \$100.00)</u>	
Certified List of property owners	\$10.00	
Tax Map changes resulting from Subdivisions and other applications creating new lots	\$300.00	
Copy of minutes, Proceedings and Notice of Decisions	Refer to Chapter 92, Article I of the Borough of Stone Harbor Code	

**SECTION 2.** If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

**SECTION 3.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

**SECTION 4.** This Ordinance shall take effect immediately upon final adoption and publication in accordance with law.

**SECTION 5.** The fees set forth herein may be amended periodically by Resolution of the Governing Body.

APPROVED:

\_\_\_\_\_  
Judith M. Davies-Dunhour, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

(4)

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

**ORDINANCE NO. 1504**

**AN ORDINANCE AMENDING CHAPTER IV  
OF THE REVISED GENERAL ORDINANCES  
OF THE BOROUGH OF STONE HARBOR 2005  
(BALLOONS AND AERIAL LUMINARY)**

**Section 1.** Chapter IV is hereby amended as follows:

**ARTICLE IV. BALLONS AND AERIAL LUMINARIES**

**405-9 RELEASE OF BALLOONS**

**A. PURPOSE AND INTENT**

This article is adopted in order to protect the environment, particularly the wildlife, and the health, safety and well-being of persons and property by prohibiting the release of Aerial Luminary Lanterns and Helium Balloons into the atmosphere. The balloons include latex and Mylar, as it has been determined that the release of balloons inflated with lighter-than-air gases poses a danger and nuisance to the environment, particularly to wildlife and marine animals.

Also when a Mylar balloon contacts a power line, its metallic properties can cause the equipment to short-circuit. The spark could lead to a power outage and/or fire. These balloons tend to constitute a public nuisance and may pose a threat to the safety of its inhabitants and their property.

**B. Release prohibited; exceptions:**

It shall be unlawful for any person, firm or corporation to intentionally release, organize the release or intentionally cause to be released balloons inflated with gas that is lighter than air within the Borough of Stone Harbor limits, except for:

- a. Balloons released by a person on behalf of a government agency or pursuant to a governmental contract for scientific or meteorological purposes.
- b. Hot air balloons that are recovered after launching
- c. Balloons released indoors

**C. Violations and Penalties**

A person, firm, or corporation violating any provision of this Article shall, upon conviction thereof, be subject to a fine of no more than \$500.00.

**405-10 - RELEASE OF AERIAL LUMINARY LANTERNS**

**A. Release Prohibited**

No person, firm or corporation shall release or cause to be released an aerial luminary, commonly known as sky lantern, Hawaii lantern, Kongming lantern, Chinese lantern, sky candle, fire balloons, or flying luminary, or any other device

that uses or carries an open flame ~~to provide buoyance~~ within the town limits. As used in this section, "aerial luminary" means an airborne paper lantern containing a candle or other device for fuel that heats air from inside the lantern causing the lantern to rise into the air and remain airborne until the candle or fuel extinguishes.

B. Violations and Penalties

A person, firm, or corporation violating any provision of this Article shall, upon conviction thereof, be subject to a fine of no more than \$500.00.

**Section 2.** If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

**Section 3.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

**Section 4.** This Ordinance shall take effect immediately upon publication as provided by law.

APPROVE:

\_\_\_\_\_  
Judith M. Davies-Dunhour, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

(5)

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

**ORDINANCE NO. 1505**

part 5

**AN ORDINANCE OF THE BOROUGH OF STONE HARBOR  
DESIGNATING THE DEPARTMENT OF PUBLIC WORKS  
TO INSTALL AND MAINTAINALL SIGNS ASSOCIATED  
WITH THE MUNICIPAL PUBLIC ACCESS PLAN**

**WHEREAS**, the New Jersey Department of Environmental Protection requires  
all communities that contain tidal waters to provide for public access; and

**WHEREAS**, existing and future signage for public access is required; and

**WHEREAS**, installation and maintenance of signage is a requirement of  
N.J.A.C. 7:7-16.9(u).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF  
THE BOROUGH OF STONE HARBOR IN THE COUNTY OF CAPE MAY,  
NEW JERSEY**, as follows:

1. The Department of Public Works is hereby named as the entity responsible for the installation and maintenance of all signage in the Borough of Stone Harbor as required under N.J.A.C. 7:7-16.9(u).
2. This Ordinance shall take effect in accordance with applicable law.

APPROVED:

\_\_\_\_\_  
Judith M. Davies-Dunhour, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk



(6)

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

ESTABLISHING A FIVE-YEAR LEASE WITH THE CHAMBER OF COMMERCE FOR THE OFFICE ON LOT 79, BLOCK 95.3

**WHEREAS**, since 1976 the Stone Harbor Chamber of Commerce has operated a public information office out of a building erected by the Chamber upon Borough property consisting of the westerly fifteen feet, six inches of lot 79; block 95.3 in the Borough of Stone Harbor; and

**WHEREAS**, the Borough of Stone Harbor is desirous of continuing this public service to the people of the Borough of Stone Harbor by entering into a new lease with the Chamber of Commerce; and

**WHEREAS**, N.J.S.A. 40:60-51.12 allows municipalities to lease public buildings to non-profit or not-for-profit entities under appropriate circumstances and terms;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 5<sup>th</sup> day of September, 2017, as follows:

1. The preamble of this Resolution is hereby incorporated by reference.
2. This Resolution, when fully executed by the parties, shall serve as the Lease between the Borough of Stone Harbor ("the Borough") and the Stone Harbor Chamber of Commerce ("the Chamber"), in accordance with the following terms:
  - a. The term of the lease shall be five years commencing on September 5, 2017;
  - b. The leasehold shall be the office area and other interior areas of the building ("office area") upon the above described area of Borough real property;
  - c. In consideration of the use of the office area, the Chamber shall be responsible for the payment of utility costs associated with the use of the office area for electricity; telephone and cable;
  - d. The Chamber shall be responsible for the regular maintenance and cleaning of the office area;
  - e. The Chamber shall be provided, in consideration of the public service they are providing, with a single Borough parking permit for use as allowed by ordinance.
  - f. The use of the office area shall be used solely as an information center for the dissemination of information pertaining to the Borough of Stone Harbor, its facilities and activities and the promotion of community relations and furtherance of the Borough's policy of supporting the business community through the provision of information to the public, and not for commercial business, trade, or manufacturing purposes;
  - g. The Chamber shall comply with the following insurance requirements:
    1. **COMMERCIAL GENERAL LIABILITY INSURANCE** During the life of this lease, the Chamber shall procure and maintain Commercial General Liability Insurance on an "occurrence basis", with limits of liability of not less than \$ 1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
    2. **WORKERS' COMPENSATION** During the life of this Lease, the Chamber shall procure and maintain Workers' Compensation Insurance, including employers' liability coverage, in accordance with the Statutes of the State of New Jersey.
    3. The Chamber shall be required to name the Borough and any of its officials, employees, officers and agents as additional insureds. The Chamber must give Sixty (60) Days prior notice to the Borough of any notice received by the Chamber indicating that the policy or policies will be canceled or not renewed or if there is to be any reduction in the limits of coverage.
    4. If any of the above coverages expire during the term of this Lease, the Chamber shall arrange for renewal policies and maintain such policies in full force and effect during the term of this Lease and any renewal or extension thereof.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

5. Certificates of Insurance shall be filed with the BOROUGH at or about the time of execution of this Lease but before commencement of the services hereunder.

h. INDEMNIFICATION: HOLD HARMLESS. The Chamber hereby agrees to indemnify and hold harmless the Borough and/or the ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND or any insurance carrier or self-insurance fund designated by the BOROUGH and their agents and employees, from and against all claims, damages, losses and/or liabilities and expenses, including reasonable attorney's fees, incurred by the Borough arising out of the defense or institution of an action arising out of the performance of the work herein by Chamber or which is the result of: (1) bodily injury, illness or death, or for property damage, including the loss of use; and (2) caused in whole or in part by Chamber's negligent act or omission or that of any officer, agent, volunteer or employee of the Chamber. This indemnification and hold harmless agreement shall apply in all instances whether the Borough and/or the ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND or any insurance carrier or self-insurance fund designated by the BOROUGH, as well as their agents and employees is made a direct party to the initial decision or claim or is subsequently made a party to the action by third party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

i. TERMINATION. The Borough may terminate this Lease for cause at any time, in which event the Chamber shall be required to vacate the office area within 90 days of written notice from the Borough.

j. CHOICE OF LAW. This lease shall be governed by the laws of the State of New Jersey and any suit with regard to this lease shall be first venued in the New Jersey Superior Court in Cape May County, New Jersey.

k. CONSIDERATION. The Borough and the Chamber agree and acknowledge that the mutual covenants of this lease shall serve as good and valuable consideration for same and further agree and acknowledge that N.J.S.A. 40:60-51.12 allows for such lease to be binding without the requirement of the payment of rent.

Intending to be bound by the terms hereof the authorized representatives of the parties have hereunder executed this Lease.

For the Borough of Stone Harbor

For the Stone Harbor Chamber of Commerce

Judith M. Davies-Dunhour, Mayor

SHCC President

Suzanne C. Stanford, Clerk

Attest: Secretary

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 ..... , 2017

Borough Clerk

The above resolution approved this ..... day of..... , 2017

Mayor

(7)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED SERVICES FOR  
CHIEF FINANCIAL OFFICER SERVICES FOR THE MUNICIPALITIES OF THE  
BOROUGH OF STONE HARBOR AND THE BOROUGH OF AVALON

WHEREAS, NJSA 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Borough of Stone Harbor and the Borough of Avalon have negotiated and agreed upon the terms and conditions of such an agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled “Shared Services Agreement for Chief Financial Officer Services; and

WHEREAS, the Borough Council of the Borough of Stone Harbor is desirous of ratifying this agreement and authorizing its execution.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor that the Agreement entitled “Shared Services Agreement for Chief Financial Officer Services for a Term of Three (3) Years” expiring on September 5, 2020, be and hereby is ratified.

BE IT FURTHER RESOLVED on this 5<sup>th</sup> day of September, 2017, that the Mayor and Borough Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the Borough of Avalon for the shared Chief Financial Officer 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 the .....day of ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor

BOROUGH OF AVALON  
CAPE MAY COUNTY  
NEW JERSEY

RESOLUTION NO. 134-2017

**SUBJECT:** A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF AVALON AND THE BOROUGH OF STONE HARBOR FOR CHIEF FINANCIAL OFFICER SERVICES FOR A TERM OF THREE (3) YEARS

**WHEREAS**, N.J.S.A. 40A:65-1 "Uniform Shared Services and Consolidation Act" authorizes any local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction, including services from licensed or certified professionals required by statute to be appointed; and

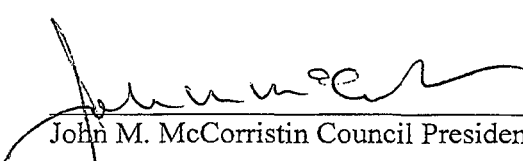
**WHEREAS**, the Borough of Stone Harbor and the Borough of Avalon have negotiated and agreed upon the terms and conditions of such an agreement; and

**WHEREAS**, it is the desire of the Borough of Avalon to continue these services through a Shared Services Agreement with the Borough of Stone Harbor.

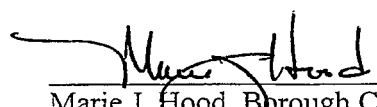
**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Avalon, County of Cape May and State of New Jersey as follows:

1. The allegations of the preamble are incorporated herein by this reference.
2. The Mayor and the Borough Clerk be and are hereby authorized, directed and empowered to sign and execute a Shared Services Agreement between the Borough of Avalon and the Borough of Stone Harbor for Chief Financial Services for a term of three (3) years.
3. A copy of the Shared Services Agreement shall be kept on file in the Office of the Borough Clerk.
4. The property officials be and hereby are authorized to do all things necessary to carry out the intent of this Resolution.

COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Covington		✓	✓			
Dean	✓		✓			
Deever			✓			
Hudanich			✓			
McCorristin			✓			

  
John M. McCorristin Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the Borough Council of the Borough of Avalon, New Jersey at the Regular Meeting held on Wednesday, August 9, 2017, with the voting record as indicated above.

  
Marie J. Hood, Borough Clerk

**BOROUGH OF AVALON AND BOROUGH OF STONE HARBOR**

**SHARED SERVICES AGREEMENT FOR  
CHIEF FINANCIAL OFFICER (CFO) SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

THE BOROUGH OF AVALON, a municipal corporation located in the County of Cape May, State of New Jersey, with its principal office located at 3100 Dune Drive, Avalon, New Jersey, 08202 (hereinafter "Avalon"), and

THE BOROUGH OF STONE HARBOR, a municipal corporation located in the County of Cape May, State of New Jersey with its principal office located at 9508 Second Avenue, Stone Harbor, New Jersey, 08247 (hereinafter "Stone Harbor").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer but same may be provided by an agreement with another municipality; and

WHEREAS, the Stone Harbor temporarily is in need of the services of a certified professional Chief Financial Officer to perform temporary duties of a Chief Financial Officer; and

WHEREAS, Avalon has agreed to furnish to Stone Harbor the services of its Chief Financial Officer pursuant to N.J.S.A. 40A:65-1 *et. seq.*; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Avalon and Stone Harbor (collectively "the Parties") have negotiated this Agreement for the provision of the Chief Financial Officer services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Borough of Stone Harbor) and B (Borough of Avalon) respectively.

NOW THEREFORE, it is understood and agreed as follows:

1. PREAMBLE. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.

2. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 *et. seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. **TERM OF AGREEMENT.** This Agreement shall take effect on May 4, 2017, *nunc pro tunc* (the "Effective Date"). This Agreement shall run for a period of three years, expiring on May 3, 2020 unless sooner terminated in accordance with paragraph 15 below.
4. **SCOPE OF WORK.** Commencing May 4, 2017 Avalon shall furnish Stone Harbor the services of a certified Chief Financial Officer, to fulfill all statutory duties required of a municipal Chief Financial Officer in the State of New Jersey.

**A. Designation of Employer – Salary and Benefits.**

The Parties acknowledge that the Borough of Avalon is hereby designated as the sole employer of the Chief Financial Officer. Avalon shall be exclusively responsible for payment of any and all salary and the maintenance of all employee benefits and workers' compensation insurance. The Chief Financial Officer shall be covered under all applicable personnel policies of Avalon and shall retain any and all rights and benefits that may have accrued from that position with Avalon. Nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Stone Harbor and Avalon's officials and the employee who performs services for Stone Harbor pursuant to this Agreement.

**B. Responsibility.**

At all times, Avalon shall maintain responsibility for and control over the Chief Financial Officer hired to provide services. All citizen inquiries and/or complaint resolutions regarding employee performance shall be handled through Avalon.

**C. Supervision.**

The Chief Financial Officer shall be subject to the supervision of Avalon while performing duties for Avalon and by Stone Harbor while performing services for Stone Harbor, but any and all personnel or employment issues shall be handled by Avalon under Avalon's applicable policies.

**D. Designation of Chief Financial Officer.**

Pursuant to the provisions of N.J.S.A. 40A:65-5, the Borough of Stone Harbor Governing Body has adopted a resolution authorizing the Borough to enter into this Shared Services Agreement with the Borough of Avalon for the shared services of the Borough of Avalon Chief Financial officer and has designated and does designate hereby the Chief Financial Officer of the Borough of Avalon as the temporary, acting Chief Financial Officer of the Borough of Stone Harbor.

## **5. SERVICES TO BE PERFORMED.**

Avalon will provide to Stone Harbor a Chief Financial Officer to fulfill all statutory duties required of a municipal Chief Financial Officer.

It is expected that said duties will be performed by the Chief Financial Officer in a manner consistent with the level and quality that is consistent with all statutorily required duties of a Chief Financial Officer.

## **6. HOURS OF SERVICE.**

a) The Chief Financial Officer shall normally be present in the Borough of Stone Harbor Municipal Building for 16.25 hours per week, during which time the Chief Financial Officer will fulfill the duties identified in this Agreement on behalf of Stone Harbor.

b) The parties acknowledge and agree that the 16.25 hours referenced in paragraph (a) above represents a good faith estimation of time, however, it is understood that the demands of the position of Chief Financial Officer in either municipality may require that the hours stated in paragraph (a) to, at times, fluctuate.

## **7. COMPENSATION.**

Stone Harbor shall pay to Avalon a monthly sum of \$7,543.00 for May 1, 2017 through April 30, 2018; a monthly sum of \$7,694.00 for May 1, 2018 through April 30, 2019; and a monthly sum of \$7,848.00 from May 1, 2019 through April 30, 2020. Said sums shall be prorated for any months where the services of the Chief Financial Officer were not provided for an entire month.

The specified compensation for Avalon furnishing the services referred to in this Agreement, shall be payable as follows:

a) The first payment shall be due on June 1, 2017, at which time the payment for the prorated portion of May, 2017, shall be due.

b) Thereafter, payment for the previous month or prorated portion thereof shall be due on the first of the following month. For example, payment for June, 2017 shall be due on July 1, 2017, etc.

Stone Harbor shall provide sufficient funds in their budget to cover the cost of this Agreement.

The parties agree that in the event it is expected that this Agreement will be extended beyond May 4, 2020, the parties shall meet to discuss the compensation provided for in this

paragraph at least forty-five (45) calendar days prior to the expiration of this Agreement to determine if compensation provided for in this paragraph should be adjusted.

8. **MAINTENANCE OF RECORDS.** All records produced by the Chief Financial Officer on behalf of the Borough of Stone Harbor shall be retained at the Borough of Stone Harbor Municipal Building.

9. **INSURANCE.**

The Chief Financial Officer provided for in this Agreement shall be covered at all times by Avalon's workers compensation policy whether working in Avalon or Stone Harbor, as well as by all other policies of insurance that are maintained by Avalon which are applicable to its Chief Financial Officer, such as, by way of example and not by way of limitation, the policies of insurance that are set forth on Exhibit "C". Avalon agrees to provide Stone Harbor with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies.

10. **AMENDMENT**

This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approved by Resolution of both governing bodies.

11. **EXTERNAL DISPUTES.**

Stone Harbor's Borough Administrator shall notify Avalon's Borough Administrator, in a timely manner, of any complaints, related to the nature, extent and quality of services provided to Stone Harbor by Avalon. Avalon's Borough Administrator shall handle any responses to issues related to the services provided by the Chief Financial Officer.

12. **CONFIDENTIALITY.**

Each party recognizes and acknowledges that it may have access to certain confidential information of the other party, (e.g. employment, operations, and financial records and related data) which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not sue or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief.



**13. HOLD HARMLESS AND INDEMNIFICATION**

Stone Harbor shall indemnify and hold Avalon, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Avalon to Stone Harbor, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of Stone Harbor and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

**14. REQUIRED BONDS**

The Borough of Stone Harbor shall apply for and acquire any and all required bonds necessary for the implementation of this Agreement.

**15. TERMINATION**

a. This Agreement may be terminated at any time upon mutual Agreement of the Parties.

b. Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced notice, in writing, delivered to the other Party by certified mail at the address provided herein under in accord with paragraph 17.

c. It was the intent of the Parties that the Chief Financial Officer services to be provided by Avalon to Stone Harbor under the terms of this Agreement were to be performed by the individual who was Avalon's Chief Financial Officer at the time of execution of this Agreement. In the event that the individual, during the Term of this Agreement, ceases to be Avalon's Chief Financial Officer, then Avalon immediately shall notify Stone Harbor of that fact whereupon Stone Harbor shall have the option of immediately terminating this Agreement, with compensation to be prorated accordingly, or of having its Chief Financial Officer services performed by Avalon's new Chief Financial Officer in accordance with the terms and conditions of this Agreement.

**16. DEFAULT.**

In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 15-day period.

**17. NOTICES.**

Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage

prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Borough of Avalon:  
Borough of Avalon  
3100 Dune Drive  
Avalon, New Jersey 08202  
Attn: Borough Administrator

With a Required Copy to:  
Borough Clerk  
3100 Dune Drive  
Avalon, NJ 08202

If to Borough of Stone Harbor  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
Attn: Borough Administrator

With a Required Copy to:  
Borough Clerk  
9508 Second Avenue  
Stone Harbor, New Jersey 08247

**18. CHOICE OF LAW.**

Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**19. ENTIRE AGREEMENT.**

This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

**20. SEVERABILITY.**

If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

**21. WAIVER.**


Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**22. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

23. **JOINT PREPARATION.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Marie J. Hood  
Borough Clerk

BOROUGH OF AVALON

  
\_\_\_\_\_  
Martin L. Pagliughi  
Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford  
Borough Clerk

BOROUGH OF STONE HARBOR

\_\_\_\_\_  
Judith M. Davies-Dunhour  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(8)

**RESOLUTION**

WHEREAS, the Borough of Stone Harbor entered into the National Joint Powers Alliance approved by Resolution 2015-S-118 on June 16, 2015 for the purpose of purchasing various goods and services; and

WHEREAS, the Public Works Department will be using this Co-Op to purchase 25 RL King Cobra Trash Truck as per quote attached from H.A. DeHart & Son 311 Crown Point Road, Thorofare, N.J. 08086-9999 for a total of \$ 195,082.75.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that the purchase of 25 RL King Cobra Trash Truck as per quote attached for a total price of \$ 195,082.75 be approved.

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

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council  
duly held on the .....day of ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor



August 10, 2017

Stone Harbor  
 8018 Third Ave.  
 Stone Harbor, NJ 08247

Ref: NJPA Contract # 112014-NWY

Quote for 25 RL King Cobra

<b>Part No:</b>	<b>Description:</b>	<b>NJPA Price:</b>
8044	25RL King Cobra (160" Cab to Trunion	\$60,085.33
KC3001	Complete Mount	\$ 3,365.82
KC3024	Auto Trans (Hot Shift with Overspeed) Gear Pump	\$ 3,867.47
KC3043	12,000lb. Reeving Cylinder with Latch Kit	\$ 5,333.48
KC3074	Integrated Strobe Light Package System- (2 Round Lights Upper Tailgate)	\$ 502.76
KC3075	Integrated Strobe Light Package System- (2 Round Lights Lower Tailgate)	\$ 502.76
KC3076	Integrated Strobe Light Package System- (2 Round Lights Front of Body)	\$ 591.74
KC3090	safety Shut Down Streetside	\$ 164.62
KC3094	Fire Extinguisher-10lb (Standard on Mounted Units) 5.6" Color Flat Screen with Audio	
KC3120	Acrylic Urethane Enamel White	\$ 2,298.01
KC3122	Body Under Coating	\$ 2,066.65
KC3133	Body Floor ¼" AR400-AR450	\$ 2,068.88
Ck3138	Hopper Liner and back ¼" 100K	\$ 2,018.82
KC3141	Tailgate Lower Side Liners ¼" 100K	\$ 1,803.04
KC3143	Slide Face ¼" 100K	\$ 422.67
KC3144	Entire Ejection Panel Face ¼" 50K from 10GA 50K	\$ 699.64
KC3148	Full Body Weld Inside Vs. Stitched Frame Mounted Hydraulic Tank (Standard)	\$ 499.42
KC3171	Rubber Mud Flaps Behind Rear Axles Rubber Mud Flaps in Front of Rear Axles (Standard)	\$ 186.87
KC3172	Steel Mud Flaps in Front of Rear Axles	\$ 261.39
KC3173	Shovel / Broom Rack	\$ 201.33


311 Crown Point Road \* Thorofare, NJ 08086-9999  
 Phone: 856-845-2800 \* 800-222-0271  
 Fax: 856-845-2461

Kc3174 Steel Tool Box 18x18x24	\$ 541.69
KC3177 Access Door Steps (Ladder with handles)	\$ 379.29
KC3178 Steps Extend Length (Not Compatible with Kick Bar)	\$ 440.47
2 Year Cylinder Warranty	
1 Year Body Warranty (Standard)	
1 Year Hydraulic Warranty (Standard)	
Clear Coat Paint	\$ 2,481.96
132283 Calgary Grab Handle	\$ 83.64
Poly Fenders Rear Tandem	\$ 3,219.00
Freightliner M2106 Cab and Chassis per Stone Harbor Specs	\$ 96,096.00
Freight	\$ 4,700.00
Total	\$195,082.75

The following options are included in the total price:

- Vinyl Seats
- Power Window Package
- Tri-Pod Mounted Fender Mirrors

Thank you for the opportunity to submit our quote. Should you have any questions, feel free to contact me.

Sincerely,  
  
Ron Baldino  
Sales Rep

X \_\_\_\_\_  
Customer Acceptance and Approval

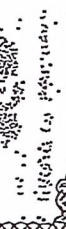
X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Purchase Order Number

RB/rl



NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE



TAXPAYER NAME:

H.A. DEMART & SON, INC.

ADDRESS:

CROWN POINT RD.  
THOROFARE, NJ 08086

EFFECTIVE DATE:

06/08/83

TRADE NAME:

SEQUENCE NUMBER:

0061366

ISSUANCE DATE:

05/17/06

*James G. Bell*  
Acting Director  
New Jersey Division of Revenue

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

RESOLUTION IN FAVOR OF ASSEMBLY BILL NO. 4993 FIREFIGHTING TRAINING COURSES TO BE  
TAKEN ON LINE

WHEREAS, Stone Harbor and other municipalities have difficulty recruiting volunteer  
firefighters.

WHEREAS, Potential volunteers cite that it is difficult to attending the required training at a  
training academy.

WHEREAS, the New Jersey State Legislature has introduced on June 12, 2017, Assembly Bill No.  
4993 State of New Jersey which permits certain firefighting training courses to be taken online;  
and

WHEREAS, this initiative is an act concerning firefighting training and supplementing Title 52 of  
the Revised Statutes and will be a great help to local Fire Departments in New Jersey; and

WHEREAS, Stone Harbor believes that this new law will assist in the recruitment of volunteer  
firefighters.

WHEREAS, any legislator representing any portion of the Counties in New Jersey who votes to  
support this amendment will act in the best interests of his or her constituents.

NOW, THEREFORE, BE IT RESOLVED on this 5<sup>th</sup> day of September, 2017, by the Borough Council  
of the Borough of Stone Harbor, County of Cape May, State of New Jersey that it is in favor of  
the above-described constitutional amendment as written; and

BE IT FURTHER RESOLVED that all governing bodies in New Jersey are invited to join Borough of  
Stone Harbor in recognizing the positive impact Assembly No. 4993 will have on our State  
Volunteer Firefighters; and

BE IT FURTHER RESOLVED that a copy of his Resolution be distributed to all governing bodies in  
the County of Cape May, together with copies to all State Assembly sponsors listed on the Bill.

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 ....., 2017

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor



**ASSEMBLY, No. 4993**  
**STATE OF NEW JERSEY**  
**217th LEGISLATURE**

INTRODUCED JUNE 12, 2017

**Sponsored by:**

**Assemblyman ROBERT AUTH**  
**District 39 (Bergen and Passaic)**  
**Assemblywoman ANGELA V. MCKNIGHT**  
**District 31 (Hudson)**  
**Assemblyman BENJIE E. WIMBERLY**  
**District 35 (Bergen and Passaic)**  
**Assemblyman REED GUSCIORA**  
**District 15 (Hunterdon and Mercer)**  
**Assemblywoman MARLENE CARIDE**  
**District 36 (Bergen and Passaic)**  
**Assemblyman PARKER SPACE**  
**District 24 (Morris, Sussex and Warren)**

**Co-Sponsored by:**

**Assemblywoman Phoebus, Assemblymen Dancer, A.M.Bucco, Howarth, Assemblywomen Rodriguez-Gregg, Handlin, Assemblymen Wolfe, S.Kean, Carroll, Assemblywoman N.Munoz, Assemblymen Rooney, DiMaio, Assemblywoman B.DeCroce, Assemblymen Webber, Bramnick, Assemblywomen Mosquera, Pinkin, Assemblymen Daniels, Chiaravalloti, Assemblywoman Oliver, Assemblymen Zwicker and McKeon**

**SYNOPSIS**

Permits certain firefighter training courses to be taken online.

**CURRENT VERSION OF TEXT**

As introduced.

**AN ACT** concerning firefighter training and supplementing Title 52 of the Revised Statutes.

**BE IT ENACTED** *by the Senate and General Assembly of the State of New Jersey:*

1. A person shall be permitted to take the courses required to obtain a firefighter 1 certification, as prescribed by the Division of Fire Safety in the Department of Community Affairs, in an online format. This provision shall not apply to any practical courses including, but not limited to, the following:

- a. Turnout Gear & SCBA Orientation Practical;
- b. Forcible Entry Practical;
- c. Vent Practical;
- d. Rope and Knot Lecture & Practical;
- e. Rope and Knot Practical 2;
- f. Mask Confidence Practical;
- g. Hose Practical 1;
- h. Hose Practical 2;
- i. Hose Practical 3;
- j. Hose Practical 4;
- k. Fire Attack Practical 1;
- l. Fire Attack Practical 2;
- m. Fire Attack Practical 3;
- n. Sprinkler & Standpipe Practical;
- o. Portable Extinguisher Lecture & Practical;
- p. Motor Vehicle Fire Practical;
- q. Ladder 1;
- r. Ladder 2;
- s. Ladder 3;
- t. JPR Review;
- u. Search & Rescue Practical 1 Orientation;
- v. Search & Rescue Practical 2 Cold Search;
- w. Search & Rescue Practical 3 Hot Search;
- x. Search with TIC & Lifeline; and
- y. Flashover.

2. This act shall take effect on the first day of the seventh month next following enactment, but the Commissioner of Community Affairs may take any administrative action in advance of the effective date as may be necessary.

#### STATEMENT

This bill permits certain firefighter training courses to be taken online.

Specifically, under the provisions of this bill, a person is permitted to take the courses required to obtain a firefighter 1 certification, as prescribed by the Division of Fire Safety in the Department of Community Affairs, in an online format. This provision, however, does not apply to any practical courses including, but not limited to, the following: Turnout Gear & SCBA Orientation Practical; Forcible Entry Practical; Vent Practical; Rope and Knot Lecture & Practical; Rope and Knot Practical 2; Mask Confidence Practical; Hose Practical 1; Hose Practical 2; Hose Practical 3; Hose Practical 4; Fire Attack Practical 1; Fire Attack

Practical 2; Fire Attack Practical 3; Sprinkler & Standpipe Practical; Portable Extinguisher Lecture & Practical; Motor Vehicle Fire Practical; Ladder 1; Ladder 2; Ladder 3; JPR Review; Search & Rescue Practical 1 Orientation; Search & Rescue Practical 2 Cold Search; Search & Rescue Practical 3 Hot Search; Search with TIC & Lifeline; and Flashover.

(10)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

*Council Meeting: September 5, 2017*

**REFUND UTILITIES OVERPAYMENT**

**WHEREAS**, the Utilities Department charged Harbaugh Cottages LLC for a full water/sewer installation in the amount of \$3,139.00 for the jobsite located at Block 89.03 Lot 77 a.k.a. 201 89<sup>th</sup> Street; and

**WHEREAS**, during the installation the Utilities Department determined that a full water/sewer installation was not required; and

**WHEREAS**, the Utilities Collector requests a refund to Harbaugh Cottages LLC in the amount of \$1,626.00; 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 \$1,626.00 be issued to Harbaugh Cottages LLC, 9727 Third Ave, Stone Harbor NJ 08247; and

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

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

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor

(11)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**RESOLUTION AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION  
PURSUANT TO N.J.S.A 40A:4-53 FOR THE PREPARATION AND  
IMPLEMENTATION OF A MASTER PLAN**

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, for the preparation and implementation of a Master Plan; and,

WHEREAS, NJS40A:53 provides that it shall be lawful to make such appropriation, which appropriation and/or the “special emergency notes” issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth or one-third of the amount authorized pursuant to this act.

NOW, THEREFORE BE IT RESOLVED, (by not less than two-thirds of all governing body members affirmatively concurring) that in accordance with the provisions of NJS 40A:4-55:

- 1. An emergency appropriation is hereby made for preparation and implementation of Master Plan in the total amount of \$100,000.
- 2. That the emergency appropriation shall be provided for in the budgets of the next succeeding years by the inclusion of not less than \$20,000 (must be at least one-fifth of the total amount).
- 3. That the statement required by the Local Finance Board has been filed with the Clerk and a copy will be transmitted to the Director of the Division of Local Government Services
- 4. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

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 ..... , 2017

Borough Clerk

The above resolution approved this ..... day of..... , 2017

Mayor

(12)

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**RESOLUTION IN FAVOR OF DEPARTMENT OF STATE MANAGED J-1 VISA, SUMMER WORK TRAVEL PROGRAM**

WHEREAS, Stone Harbor and other municipalities feel the Summer Work Travel (SWT) program is tremendously important to New Jersey’s tourism industry; and

WHEREAS, the Summer Work Travel program is administered by the US Department of State as a public diplomacy program offering international college students the opportunity to live, work and experience American Culture and therefore gaining a positive understanding and impression of Americans and the United States; and

WHEREAS, without it, many businesses would be forced to reduce hours of operation face shut downs in part of business and ultimately lay-off year round American employees due to lost revenues; and

WHEREAS, the elimination of the SWT would drastically and negatively impact New Jersey’s 44.1 billion industry which employs over 500,000 residents of our state.

NOW, THEREFORE, BE IT RESOLVED on this 5<sup>th</sup> day of September, 2017, by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that it is in favor of the State Managed J-1 Visa, Summer Work Travel Program as it is not a threat to President Trump’s Buy American and Hire American policy as it does not displace American workers; and

BE IT FURTHER RESOLVED that all governing bodies in New Jersey are invited to join the Borough of Stone Harbor in contacting President Trump in support of the J-1 Visa, Summer Work Travel program in an effort to protect this valuable piece of our State’s third largest industry.

BE IT FURTHER RESOLVED that a copy of his Resolution be sent to President Trump and also distributed to all governing bodies in the County of Cape May.

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 ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....

Mayor



August 29, 2017

President  
Vicki Clark  
Cape May County  
Chamber of Commerce

Honorable Christopher Christie  
Office of the Governor  
125 West State Street  
Trenton, NJ 08608

Vice President  
Adam Perle  
ArtPride New Jersey

Dear Governor Christie:

Vice President  
Lori Peppenella  
Southern Ocean County  
Chamber of Commerce

We, the undersigned organizations, are writing to you today asking for your support to save the Department of State managed J-1 Visa, Summer Work Travel program for international exchange students. President Trump's Administration intends to dramatically reduce or even eliminate this program, possibly as early as September

Vice President  
Paul Gould  
Six Flags Great  
Adventure

The Summer Work Travel (SWT) program, is tremendously important to New Jersey's tourism industry and without it, many businesses would be forced to reduce hours of operation, face shutdowns in part of businesses, and ultimately lay-off year-round American employees due to lost revenues. Simply stated, the elimination of the SWT would drastically and negatively impact New Jersey's \$44.1 billion industry which employs over 500,000 residents of our state.

Secretary  
Jackie Morales  
Somerset County  
Business Partnership

SWT is a public diplomacy program managed by the Department of State that allows foreign college students an American Experience. Students visit the United States during their summer break and work for 10 weeks alongside Americans, improving their English speaking abilities, learning about American culture, and establishing life-long friendships. These students provide critically needed employees that supplements local hiring in areas where job demands swell beyond what local residents can fill. SWT is not a threat to President Trump's Buy American and Hire American policy as it does not displace American workers.

Treasurer  
Joann DelVescio  
New Jersey Campground  
Owners Association

Chairman of the  
Board/Past President  
Sharon Franz  
Steel Pier

These exchange students benefit our communities in other ways as well. It is estimated that the average student spends up to \$5,300 while here. With nearly 5600 students in New Jersey during the course of a year, we realize a \$30 million economic benefit from their housing, food, and shopping expenses.

Executive Director  
Joseph A.  
Simonetta, CAE  
NJTIA

On behalf of New Jersey's tourism industry, we implore you to contact President Trump today in support of the J-1 Visa, Summer Work Travel program in an effort to protect this valuable piece of our state's third largest industry.

Sincerely,  
Vicki Clark, President NJTIA

*Vicki @  
cmccchamber.com*

NJTIA.org

414 River View Plaza, Trenton, NJ 08611  
P: 609-396-2020 | F: 609-393-9891 | E: info@NJTIA.org

New Jersey Chamber of Commerce  
New Jersey Amusement Association  
New Jersey Restaurant & Lodging Association  
Cape May County Chamber of Commerce  
Southern Ocean County Chamber of Commerce  
Atlantic City Regional Chamber of Commerce  
Chamber of Commerce of Greater Cape May  
Greater Wildwood Chamber of Commerce  
Wildwoods Boardwalk Special Improvement District, Management Corporation  
Wildwoods Boardwalk Sightseer Tram Cars  
Wildwood Business Improvement District, Management Corporation  
City of North Wildwood  
Steel Pier, Atlantic City  
Cape Resorts, Cape May  
Morey's Piers, Wildwood  
Greater Wildwood Hotel Motel Association  
Wildwood Doo Wop Preservation League