

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

MEETING

TUESDAY

March 7, 2017

4:30 p.m.

PRESENTATION – Lomax Dune Management Proposal (1) Rich

ORDINANCE – BOND – W & S 2ND 3RD AND FINAL (2) Krafczek

ORDINANCE - Beach Patrol to Public Safety INTRO (3) Parzych

- a. **Resolution – Introduce Budget (4) Lane**
- b. **Resolution – EUS Shore Sports Camp (5) Rich**
- c. **Resolution- Recreation Employee Bonuses (6) Gallagher**
- d. **Resolution – Interlocal Agreement Wildwood Catholic Boys Tennis (7) Gallagher**
- e. **Resolution- Reimburse Rental Fee Snyder (8) Parzych**
- f. **Resolution – Solicitor Contract (starting April 3 – Dec 31st) (9) Lane**
- g. **Resolution – OEM Plan Approval (10) Parzych**
- h. **Resolution – Grant application – 95th Street Reconstruction (11) Kramar**
- i. **Resolution – Museum Curator (11a) Gallagher**

(2)

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY
ORDINANCE 1492

BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE WATER AND SEWERAGE SYSTEM IN AND OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$1,500,000 said sum being inclusive of all appropriations heretofore made therefor.

Section 2. For the financing of said improvement or purpose and to meet said \$1,500,000 appropriation, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,500,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$1,500,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which said obligations are to be issued is the improvement of the water and sewerage system in and of the Borough, including the installation of a new wastewater pump

station on 93rd Street, together with all roadway reconstruction, concrete curbs, gutters, structures, site work, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$1,500,000.

(c) The estimated cost of said purpose is \$1,500,000.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that, while the net debt of the Borough determined as provided in said Local Bond Law is not increased by this bond ordinance, the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance

by \$1,500,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$200,000 for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and, unless

paid from the revenues of the water and sewerage system of the Borough, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

(3)

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10
OF THE REVISED GENERAL ORDINANCES OF THE
BOROUGH OF STONE HARBOR
ADDING BEACH PATROL AND BEACH TAGGERS TO PUBLIC SAFETY

10-18 FUNCTIONAL AREAS OF STANDING COMMITTEES

Section 1. Chapter 10-18 A is hereby amended by adding Beach Patrol, Beach Taggers as follows:

- A. **Public Safety Committee. Police, Fire Prevention, Municipal Court, Emergency Management, Animal Control, Beach Patrol, Beach Taggers and liaison with Rescue Squad and Fire Department**

Section 2. All Ordinances or parts of Ordinance inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

Section 3. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

APPROVED:

Judith M. Davies-Dunhour Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR SELTS
INCORPORATED (D.B.A.SHORE SPORTS CAMPS)
DURING SUMMER SEASON OF 2017**

WHEREAS, the Borough of Stone Harbor, in an effort to expand recreational opportunities for residents and visitors has pursued the provision of certain "sports camps" which are extraordinary and not amenable to typical specification processes; and

WHEREAS, agreements to provide such services are acceptable and do not fall under typical specification procedure and are therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as an Extraordinary Unspecifiable Service; and

WHEREAS, a contract for the following service has been prepared and is on file with the Borough Clerk.

SHORE SPORTS CAMPS

All services to be performed between July 17-21, 2017

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 7th day of March, 2017, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute the attached contract for establishment in 2017.

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, 2017

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

.....
Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

WHEREAS, the Beach and Recreation Committee of Borough Council has requested bonuses be paid to the Summer Employees of the Stone Harbor Recreation Department; and

WHEREAS, Recreation Department Summer staff may qualify for the following bonus:

“A Summer Recreation Department staff member will receive a bonus of \$6.50 per day worked, August 13th through Labor Day. Bonus to be distributed during the first pay period in November. The maximum Summer Employee bonus awarded will be \$200”.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor on this 7th day of March, 2017 as follows:

1. That the bonus program outlined herein is hereby approved.
2. That the Chief Financial Officer shall take any and all steps necessary to effectuate such funds and shall make the proper adjustments to the financial records of the Borough.

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, 2017

.....
Borough Clerk

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

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(7)

RESOLUTION

A RESOLUTION CREATING AN INTERLOCAL SERVICES AGREEMENT WITH WILDWOOD CATHOLIC HIGH SCHOOL FOR THE USE OF THE TENNIS COURTS OF THE BOROUGH OF STONE HARBOR

WHEREAS, N.J.S.A. 40:8A-1 *et seq.*, authorizes municipalities and school districts to enter into agreements for the purposes of exchanging, sharing and cooperating with regard to services common to said communities through Interlocal Services Agreements ; and

WHEREAS, the Wildwood Catholic High School is in need of services relating to the use of the tennis courts of the Borough of Stone Harbor for use by its High School Boys Tennis teams ; and

WHEREAS, the Borough of Stone Harbor has certain lands, equipment and personnel available to meet the needs of the Wildwood Catholic High School in this area; and

WHEREAS, entering into an Interlocal Services Agreement with the Wildwood Catholic High School for this purpose has been deemed to be in the best interests of citizens of the Borough and the students of the Wildwood Catholic High School; and

WHEREAS, in consideration of this Agreement and in an effort to supplement the costs of maintenance of Borough facilities, Wildwood Catholic agrees to pay the Borough the sum of \$1,500.00 per sport, per season.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey that the preamble of this Resolution is hereby incorporated by reference;

BE IT FURTHER RESOLVED this 7th day of March 2017 that the Borough of Stone Harbor and Wildwood Catholic High School hereby agree, under the authority of N.J.S.A. 40:8A-1 *et seq.*, as follows:

1. Wildwood Catholic High School agrees to pay the sum of \$1,500.00 per season, per sport and shall have full access to and use of the recreational tennis courts of the Borough of Stone Harbor located in the vicinity of 80th Street and Second Avenue, for recreational activities officially sanctioned and conducted by the Wildwood Catholic High School and according to the schedules submitted and attached. Practice will be everyday as of Friday, March 3, 2017 with tennis going in the later afternoons. If they are not playing games they will be practicing.
2. Such access and use shall be conditioned upon coordination with and approval by the Recreation Director of the Borough of Stone Harbor with the understanding that the activities of the Borough of Stone Harbor Recreation Department take precedence.
3. The term of this Interlocal Services Agreement shall be from March 3, 2017 to June 30, 2017

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

- 4. The Wildwood Catholic High School shall provide to the Borough of Stone Harbor written proof of liability insurance for the aforementioned use of the property of the Borough of Stone Harbor as required by the Atlantic County Joint Insurance Fund; and shall, additionally, hold harmless and indemnify the Borough of Stone Harbor for any and all loses, damages, and claims of whatever nature that may arise out of or in connection with the use of the property by the Wildwood Catholic High School, its sports/recreation participants, agents, contractors, officers and/or employees.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute this Resolution as the Interlocal Services Agreement between the Borough of Stone Harbor and the Wildwood Catholic High School, pursuant to N.J.S.A. 40:8A-1 *et seq.*

Judith M. Davies-Dunhour Mayor
Borough of Stone Harbor

Wildwood Catholic High School

Attest: _____
Suzanne Stanford, Borough Clerk

Attest: _____

Dated: _____

Dated: _____

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, 2017

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

.....
Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(8)

RESOLUTION

WHEREAS, Alice Snyder, 4404 Dune Drive, Avalon, N.J. 08202 submitted a Rental Fee of \$150.00 for 288 – 85th Street; and

WHEREAS, the property was recently sold and the new owners will not be renting it; and

WHEREAS, the Fire Inspector has requested and approved the return of the fee.

Alice Snyder
4404 Dune Drive
Avalon, N.J. 08202
\$150.00

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor as follows:
That the sum of \$ 150.00 be refunded to Alice Snyder; and

BE IT FURTHER RESOLVED That the Chief Financial Officer shall take any and all steps necessary to effectuate such refunds and shall make the proper adjustments to the financial records of the Borough.

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, 2017

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

.....
Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(9)

RESOLUTION

RESOLUTION AUTHORIZING APPOINTMENT OF THE MUNICIPAL ATTORNEY/PROSECUTOR UNDER THE "NONFAIR AND OPEN" PROCESS

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:11 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body and the contractor submits certain disclosures in accordance with the "fair and open" process; and

WHEREAS, limiting the influence of campaign contributions on municipal appointments is an important policy of the Borough and the "nonfair and open" process prevents any professional from contributing more than \$300 to any local political party or campaign; and

WHEREAS, the required pay-to-play disclosures are on file with the Borough Clerk as required by law; and

WHEREAS, the Borough of Stone Harbor is mandated by state statute to appoint a Municipal Attorney and a Municipal Prosecutor and the law specifically allows for these posts to be filled by the same attorney. The law also requires that municipalities designate litigation counsel and counsel to the tax assessor. These tasks are typically performed by the Municipal Attorney; and

WHEREAS, Blaney & Karavan, P.C. , Attorneys at Law in good standing in the State of New Jersey, has offered the attached Proposal and are experienced in the area of Local Government Law and municipal prosecution; and

WHEREAS, Blaney & Karavan, P.C. is a authorized by law to practice a recognized profession, the practice of which is regulated by law, and the performance of these service requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction;

WHEREAS, NJSA 40A:11 *et seq.* allows the Borough to enter into contracts for "Professional Services," including legal services, without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, on this 7th day of March, 2017, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That, as required by law, having been nominated by the Mayor of the Borough of Stone Harbor, Blaney & Karavan, P.C. be and are hereby appointed Municipal Attorney/Municipal Prosecutor for the Borough of Stone Harbor in accordance with and under the terms of a contract for professional services, which includes provisions for litigation and representation of the Tax Assessor and other extraordinary matters, which is on file with the Borough Clerk for public review, for the remainder of 2017, April 3, 2017 until December 31, 2017 in accordance with law.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

- 3. That the Mayor is authorized and directed to forthwith execute on behalf of the Borough of Stone Harbor the contract for professional services, such contract being under and subject to the provisions of the affirmative action and antidiscrimination laws and regulations of the State of New Jersey, an acknowledgement of same to be executed by the Municipal Attorney.
- 4. That the aforementioned contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law which allows under NJSA 40A:11-5 and that the Solicitor be compensated as detailed in the contract for professional services in an amount not to exceed \$53,825 - \$4,485.42/month for Solicitor services and \$1,643.42/month for Municipal Prosecutor Services, and funds are available as evidenced by the Certification of the Chief Financial Officer attached hereto.
- 5. That a notice of the letting of the within contract be published in accordance with law within ten (10) days of passage in the official newspaper designated by the Borough for legal notices and that the contract be open to public viewing in accordance with the Open Public Records Act.

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, 2017

.....

Borough Clerk

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

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(10)

A RESOLUTION AUTHORIZING THE ADOPTION OF THE EMERGENCY OPERATING PLAN IN THE BOROUGH OF STONE HARBOR, COUNTY OF CAPE MAY, STATE OF NEW JERSEY, AS APPROVED BY THE CAPE MAY COUNTY EMERGENCY MANAGEMENT COMMUNICATIONS CENTER FOR THE BIENNIAL REVIEW OF SAME.

BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May in the State of New Jersey that authorization by and is hereby given for the adoption of the Municipal Emergency Operating Plan in the Borough of Stone Harbor as approved by the County of Cape May Emergency Management Communications Center for the Biennial Review of same.

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, 2017

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

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(11)

RESOLUTION

Borough of Stone Harbor

Resolution No. MA-2017-Reconstruction of 95th Street-00264

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Reconstruction of 95th Street project.

NOW, THEREFORE, BE IT RESOLVED that Council of the Borough of Stone Harbor formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2017-Reconstruction of 95th Street-00264 to the New Jersey Department of Transportation on behalf of The Borough of Stone Harbor.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Stone Harbor and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this day of , 20

Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Clerk) (Presiding Officer)

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 STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(11a)

**Authorizing the Mayor to Sign
Agreement, Funds and Support for Museum Curator Services**

WHEREAS, the Mayor and Council of the Borough of Stone Harbor has proposed an Agreement in which the Borough will provide appropriate funds and support for a Museum Curator; and

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Agreement (sections A-O), a copy of which is attached hereto and in consideration will pay the Stone Harbor Museum Twenty – Five Thousand (\$25,000) quarterly, as outlined in the Agreement; 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, Judith M. Davies-Dunhour be and hereby is authorized to sign the attached Museum Agreement on this 7th day of March, 2017.

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

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

.....
Borough Clerk

.....
Mayor

**AGREEMENT TO PROVIDE APPROPRIATE FUNDS AND SUPPORT FOR
MUSEUM CURATOR SERVICES PURSUANT TO N.J.S.A. 40:23-6.22**

This is an agreement between the Borough of Stone Harbor, a municipal corporation and a political subdivision of the State of New Jersey having municipal offices at 9508 2nd Avenue, Stone Harbor, NJ 08247 (hereinafter the "Municipality")

And

The Stone Harbor Museum, located at 253 93rd Street,
Stone Harbor, New Jersey 08247 (hereinafter "Museum").

PREAMBLE

WHEREAS, N.J.S.A. 40:23-6.22 provides, in pertinent part, that a municipality "may provide by contract, and appropriate funds for support and maintenance of existing museum facilities and services for the educational or recreational use and benefit of the public" including "provision for the personal services required..."; and

WHEREAS, the Borough Council of Stone Harbor, the governing body of the Borough, acknowledges the ongoing value of the Stone Harbor Museum, as it, among other things, provides exhibitions of a cultural, historic, educational or scientific nature for the benefit of the citizens of the Borough of Stone Harbor; and

WHEREAS, the Museum is in need of the services of a Curator to effectively provide the services above; and

WHEREAS, the Borough Council has agreed that it is in the best interests of the Borough of Stone Harbor to provide financial support to the museum, as further articulated herein, to aid the museum in the provision of personal services for the purposes stated above;

NOW, THEREFORE, intending to be legally bound, the Museum and Municipality hereby agree to enter into this agreement which requires the Museum to perform specific services as follows:

- A. **INCORPORATION OF AVERMENTS ABOVE**. All conditions and representations in the Preamble above are incorporated herein as if set forth at length.
- B. **PAYMENT**. The Borough of Stone Harbor hereby agrees to provide funding, for the services herein, in the total sum of Twenty- Five Thousand (\$25,000.00) dollars for year 2017 to the Stone Harbor Museum payable as quarterly follows:

1. April 15, 2017 \$ 6,250.00 (or as soon thereafter as the 2017
Municipal Budget is adopted)

2. June 15, 2017	\$ 6,250.00
3. September 15, 2017	\$ 6,250.00
4. December 15, 2017	\$6,250.00

- C. **TERM.** This is a One Year Agreement. Municipality may agree to extend same in its sole discretion: however, any such extension shall require an additional writing to be signed by all parties.
- D. **USE OF FUNDING.** The Museum shall utilize said funds exclusively for the payment of Curator Services to be rendered to the Museum.
- E. **SCOPE OF SERVICES.** Said Curator shall provide the following services:
1. Submission of Income and expense statement as part of Item F. Below.
 2. Proof that the Curator has successfully generated Fifteen Thousand (\$15,000.00) dollars of income for year 2017 for the use of the Museum.
 3. Customary duties of a museum curator including, but not limited to: managing the daily operations of the museum and employees; inventory management; arranging exhibitions and exhibits; coordinating museum events; and obtaining, storing, displaying and safeguarding museum objects or artifacts.
- F. **PERIODIC REVIEW.** Museum shall produce its business records to the Treasurer and Business Administrator on June 30, 2017 and December 30, 2017 for a compliance review.
- G. **REMEDIES ON BREACH.** Should Museum fail to utilize the funds for the specific purposes and in the specific manner outlined herein, then such misuse shall be deemed a material breach of this agreement. In such event, Stone Harbor shall be entitled to rescind this agreement and receive a repayment in full of any funds which were used inappropriately together with reasonable counsel fees and costs incurred in enforcing this agreement.
- H. **CHANGES OF AGREEMENT.** The parties may not change this Agreement unless the change is in writing and signed by both parties.
- I. **ENTIRE AGREEMENT.** This Agreement has been read by both parties hereto and its contents are fully understood by them. This Agreement is inclusive and contains every material representation and every term on which either of the parties hereto relies. This Agreement constitutes the entire Agreement of the parties.
- J. **NO ASSIGNMENT.** Museum may not assign this Agreement without the Municipality's written consent, which may be withheld in Municipality's sole discretion.
- K. **SEVERABILITY.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision provided. Accordingly, in the event that any paragraph or provision is determined to be invalid or unenforceable the same shall be deemed to be severed from the Agreement and the remainder of the

Agreement shall be deemed to be valid and enforceable. Notwithstanding the above should any of the paragraphs containing contingencies be deemed to be invalid or unenforceable, then this Agreement shall be "null and void", all deposit monies shall be returned to the Buyer together with interest thereon and neither party shall have any further liability to the other.

L. **MAINTENANCE AND UPKEEP OF PREMISES.** Museum acknowledges that it will be solely responsible for the maintenance and upkeep of its premises and that the Borough of Stone Harbor shall bear no responsibility or obligation relative to same.

M. **WAIVER.** The Municipality's failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

N. **GOVERNING LAW.** This Agreement shall be governed by the Laws of the State of New Jersey.

O. **VENUE.** The parties agree that the forum for any dispute which arises under this agreement shall be the Cape May County Superior Court.

BOROUGH OF STONE HARBOR.

Judith Davies-Dunhour-Mayor

Attest – Municipal Clerk

STATE OF NEW JERSEY :
 : ss
COUNTY OF CAPE MAY :

I CERTIFY that on February _____, 2017, _____, personally came before me and acknowledged under oath to my satisfaction that this person (or if more than one, each person):

(a) is named in and personally signed this Indemnification;
(b) signed, sealed and delivered this in Indemnification and was authorized to and did execute this document as Mayor of the Borough of Stone Harbor the entity named in this Indemnification.

Notary

STONE HARBOR MUSEUM

By: Authorized Representative

STATE OF NEW JERSEY :

: ss

COUNTY OF CAPE MAY :

I certify that on February, _____, 2017, _____, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the individual, named in this document;
- (b) this person is the authorized representative of the Stone Harbor Museum and is fully empowered to execute this document;
- (c) this document was signed and delivered by the Stone Harbor Museum as its voluntary act duly authorized by a proper resolution;
- (d) this person signed this proof to attest to the truth of these facts.
- (e) signed, sealed and delivered this Indemnification as his or her act and deed

Notary