

REGULAR MEETING IMMEDIATELY
FOLLOWING THE WORK SESSION

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

AGENDA REGULAR MEETING

TUESDAY

July 6, 2021

ORDINANCE – Authorize execution of Agreement of Sale 514 North
Wildwood Road an Consummate Closing INTRO (NEED AGREEMENT)

(1) Parzych

ORDINANCE – Amend Salary Ordinance – add hourly seasonal rated
employees INTRO (2) Gensemer

ORDINANCE – Add Code Enforcement Officer to enforcement of irrigation
schedules INTRO (3) Moore

RESOLUTION – Contract to Renew Membership ACJIF (4) Krafczek

RESOLUTION – Authorize Execution of Contract to Renew Membership
ACJIF (5) Moore

RESOLUTION – Certificate of Designated Official ACJIF (6) Casper

RESOLUTION – Purchase Tractor PW COOP (7) Parzych

RESOLUTION – Reimburse Fire Permit - paper lanterns paid for but not
used. (8) Dallahan

RESOLUTION – Non-Profit Support - Marine Mammal Stranding Center,
Cape Volunteers in Medicine (9) Casper

RESOLUTION – Excluding Sewer Charges from Tax Sale (10) Krafczek

RESOLUTION – Change Order #5 Final – Asphalt Paving (11) Parzych

RESOLUTION – Plan Endorsement Advisory Committee (12) Gensemer

RESOLUTION – Mayor to sign Grant of Conservation Restriction/Easement
Villa Maria (13) Parzych

MOTION to Approve (14) Gensemer
Brown Family Sandcastle August 3rd
Pickleball pro event July 21 and 22

Amend Motion to Bid – Beach Patrol Headquarters (15) Krafczek

Motion to Bid	<u>July 6, 2021</u>
Bid Opening	<u>July 13, 2021 2:00 pm</u>
Possible Award	<u>July 20, 2021</u>

(11)

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

ORDINANCE # _____

**AUTHORIZING THE EXECUTION OF
AGREEMENT OF SALE TO PURCHASE BLOCK 985, LOTS 1 AND 4 OF THE
TOWNSHIP OF MIDDLE, KNOWN AS 514 NORTH WILDWOOD ROAD AND
CONSUMMATE THE CLOSING**

WHEREAS, the Borough of Stone Harbor desires to purchase real property west of Seven Mile Island for the purpose of moving a portion of its Public Works operation to a more suitable location; and

WHEREAS, the Borough of Stone Harbor Borough's Council hereby approved of the resolution for the Mayor to execute an Agreement of Sale (attached hereto) and in consideration will pay the Seller, One Million, Nine Hundred Thousand (\$1,900,000.00) Dollars as outlined in the Agreement attached;

WHEREAS, The Chief Financial Officer has certified that the Borough of Stone Harbor has sufficient funds in an account designated for the purchase of this property; and

WHEREAS, the owner of said property is agreeable to the price and terms proposed; and

WHEREAS, Surety Title Company requires issuance of a resolution authorizing the purchase, in order to insure the title for the Borough, which sale shall ultimately be confirmed by ordinance,

WHEREAS, on June 1, 2021 the Borough Council, the governing body of the borough of Stone Harbor adopted a resolution (Resolution 2021-S-147) authorizing said purchase for the purpose of consummating a closing expeditiously;

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey as follows:

SECTION 1. The averments set forth above are incorporated herein as if set forth at length. The authorizing resolution referenced above is hereby approved "Nunc Pro Tunc".

SECTION 2. That Mayor, Judith M. Davies-Dunhour, and other necessary personal, be and hereby are authorized to sign an Agreement of Sale, reasonably acceptable to the municipal solicitor, in form substantially similar to the attached Exhibit "A", providing for the acquisition of the subject property at a purchase price of One Million Nine Hundred (\$1,900,000.00) Dollars. Said actions, and all other actions require to complete closing, if taken prior to the adoption of this Ordinance are approved herein "Nunc Pro Tunc".

SECTION 3. All necessary and appropriate Borough personnel shall cooperate fully, forthwith, to consummate closing as directed by the Borough Administrator and Borough Solicitor.

SECTION 4. 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 5. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, are hereby repealed.

SECTION 6. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

APPROVED:

Judith Davies Dunhour - Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

2021-S-147

COPY

Resolution Authorizing the Mayor to Execute an Agreement of Sale to Purchase Block 985, Lots 1 and 4 Of the Township of Middle, County of Cape May

WHEREAS, the Borough of Stone Harbor is desirous of purchasing real property west of Seven Mile Island for the purpose of moving a portion of its Public Works operation to a more suitable location;

WHEREAS, the Mayor and Council of the Borough of Stone Harbor has proposed an Agreement of Sale in which the Borough of Stone Harbor will purchase vacant property known as Middle Township, Block 985, Lots 1 and 4; and

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Agreement of Sale (attached hereto), and in consideration will pay the Seller One Million, Nine Hundred Thousand (\$1,900,000) Dollars as outlined in the Agreement attached;

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby permits its Solicitor to negotiate and make amendments in the interest of the Borough, where said amendments do not modify the key terms of the Agreement;

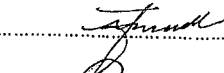
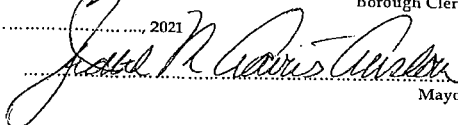
WHEREAS, the Borough of Stone Harbor shall adopt an authorizing ordinance for or the purchase of said property, at which time the Chief Financial Officer shall prepare a Certificate of Availability of Funds;

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 Agreement of Sale, or one approved by the Solicitor in substantially the same form, on this 1st day of June, 2021.

Offered by Charles Krafczek Seconded by Frank Dallahan

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 1st day of June, 2021

The above resolution approved this 1st day of JUNE, 2021


Borough Clerk

Mayor

Prepared by:

CORY J. GILMAN, ESQUIRE

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on June 3, 2021 by and between
SELLER: JOHN NEWDECK and KATHLEEN NEWDECK, whose address is 2106 Seaboard
Circle, Avalon, NJ 08202,
AND
BUYER: THE BOROUGH OF STONE HARBOR, a body politic of the State of New Jersey,
whose address is 9508 Second Avenue, Stone Harbor, NJ 08247.

Seller is aware that this Contract will be signed by Buyer only upon the introduction of a Resolution on June 1, 2021, in accordance with NJSA 40A:12-5, authorizing the purchase of the subject property and the approval of such Resolution on the same date, authorizing the Mayor to execute and enter into this Contract for the purchase of the property herein described. In addition, this Contract and final closing are contingent upon the adoption of an Ordinance granting final approval to purchase the property by Borough Council, the governing body of the Borough of Stone Harbor and only after the proper advertising and other municipal processes required to be followed by a body politic of the State of New Jersey relative to the purchase of land. The words "Buyer" and "Seller" include all buyers and sellers listed above, their heirs, personal representatives, successors and assigns. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

1. **PURCHASE AGREEMENT.** This Contract represents Seller's offer to sell the subject premises on the terms and conditions herein. This offer shall remain open until June 4, 2021. In the event that this Contract has not been fully executed and delivered to the offering party, by this deadline, this offer shall lapse and become null and void, and there shall be no further liability on the part of either party hereto. If this offer is accepted, the Seller agrees to sell and the Buyer agrees to buy the property described in this contract, subject to the passage of the ordinance referenced above.

2. **PROPERTY.** The property to be sold consists of (a) the land and all the buildings, improvements and fixtures on the land; (b) all the Seller's rights relating to the land; and (c) all the personal property specifically included in this Contract. The real property to be sold is commonly known as:

Street Address: 514 North Wildwood Road

Municipality, State: Middle Township, New Jersey

It is shown on the municipal tax map as **Lot(s) 1, Block 985.**

Street Address: 504 Pershing Avenue

Municipality, State: Middle Township, New Jersey

It is shown on the municipal tax map as **Lot(s) 4, Block 985.**

3. **PURCHASE PRICE.** The purchase price is **\$1,900,000.00**

4. **PURCHASE PRICE PAYMENT TERMS.** The Buyer will pay the purchase price as follows:

(a)	Initial deposit by the Buyer upon signing of this Contract	\$ 10,000.00
(b)	Additional deposit due w/in 3 business days of completion of Seller's Due Diligence per Paragraph 14 herein	\$ 85,000.00
(c)	Balance by official bank or certified check at closing	<u>\$1,805,000.00</u>
(d)	Total purchase price	\$1,900,000.00

5. **NO MORTGAGE CONTINGENCY.** The transaction contemplated by this Contract shall not be subject to any form of mortgage financing contingency.

6. **DEPOSIT MONIES.** All deposit monies will be held in trust by the title company, with interest credited to Buyer at closing.

7. **THE CLOSING OF TITLE.** Closing shall be on or if the parties agree, before forty five (45) days from completion of Buyer's Due Diligence per Paragraph 14 herein or if variance approval is required per Paragraph 16 herein, then Closing shall be on or if the parties agree, before forty five (45) days from the date of receipt of variance approval, at a time to be determined. Notwithstanding the above, if Closing cannot occur by November 15, 2021, due to the variance application process being delayed or postponed or for any other reason other than Seller's breach, then Seller shall be entitled to cancel this Contract. In such event, all deposit monies shall be returned to the Buyer and there shall be no further liability on the part of either party hereto. The closing shall be held at Surety Title, 9700 Pacific Avenue, Wildwood Crest, NJ 08260. Said title company shall produce title insurance on behalf of the Buyer.

8. **TITLE.** The title shall be marketable and insurable at regular rates by the title company, and shall be free and clear of any and all claims, liens and/or encumbrances of any nature whatsoever, including municipal liens and assessments and liability for improvement assessments now constructed. The title is to be subject to all existing restrictions in any deed or plan of record. However, to the best of Seller's knowledge there are no restrictions of record affecting the property, which would prohibit its current use.

9. **TYPE OF DEED.** The Seller will give the Buyer an affidavit of title and if the Seller is a corporation, a proper resolution authorizing the sale. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to give the Buyer a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts, which the Buyer agrees to accept.

10. **BUYER FINANCIALLY ABLE TO CLOSE.** The Buyer represents that the Buyer will have sufficient cash available to complete this purchase.

11. **PERSONAL PROPERTY AND FIXTURES.** Fixtures are items permanently attached to a building or other real property so that they become a part of it. All plumbing, heating and lighting fixtures, as well as other permanent fixtures, if any, and all trees and shrubbery on the premises, unless specifically excepted in this Contract are included in this sale and the purchase price. The following items are also specifically included: None. All personal property will be removed by

Seller from the buildings and lots prior to Closing.

12. **PHYSICAL CONDITION OF THE PROPERTY.** The subject property is being sold in "AS IS, WHERE IS" condition with no representations or warranties by Seller as to condition, value or quality of the subject property and with no obligation on Seller to repair any aspect or condition. The Buyer has inspected the property and relies on this inspection and any rights, which may be provided for elsewhere in this Contract. The Buyer does not rely on any representations made by the Seller or their agents. The Seller agrees to maintain the property until closing, subject to ordinary wear and tear.

13. **BUYER'S ACCESS TO THE PROPERTY.** The Seller agrees to provide access to the property, to the Buyer and/or Buyer's agents, at any reasonable time prior to closing in order to complete any inspections called for under this Contract and any pre-closing walk through. Seller shall ensure that the electric, gas and water utilities, if any, are turned on for said purposes.

14. **DUE DILIGENCE.** For a period beginning from the date of execution of this Contract until the one hundred twentieth (120th) day thereafter, (the Due Diligence period), Buyer may cause one or more surveyors, attorneys, engineers, architects or other consultants of Buyer's choosing to review any documents, title work, data and information relating to the property and to enter upon the property to inspect, examine, survey, study, appraise and otherwise do that which in the sole and exclusive opinion of Buyer is necessary to determine the boundaries and condition of the property, the physical and environmental condition of the property, the zoning regulations with regard to the property, potential legal liability as the result of ownership of the property, including any title issues and suitability and economic viability of the real estate for the use proposed by Buyer. The Seller shall provide to Buyer immediately upon execution of this Contract any and all documentation relating to the property that may include but shall not be limited to historical and tax data, development cost estimates, prior and current title work, building/development and other contracts, leases, planning/zoning applications, approvals and resolutions, prior and current surveys and site plans, engineering and drainage plans and any and all permits and approvals from any and all necessary local, state or federal governmental agencies. Nothing herein shall be construed to require Seller to obtain any of the above noted documents, as Seller shall be required to provide only such documentation that is currently in Seller's possession.

If the Buyer is not satisfied in Buyer's sole and absolute discretion with the results of Buyer's due diligence review, the Buyer may elect to cancel this Contract during said period. In such event, all deposit funds, together with interest, shall be returned to the Buyer and there shall be no further liability on the part of either party hereto. If the Buyer does not cancel this Contract within the time permitted, this Contract shall continue in full force and effect and Buyer shall proceed to closing pursuant to the terms herein.

Buyer does hereby agree to hold harmless and indemnify Seller against any and all loss, damage, claims, actions, suits, costs, fines, penalties or fees, including attorney fees, related to Buyer's due diligence inspections and Buyer's and/or Buyer's agents, entrance onto the property for such purpose.

15. **PROPERTY LINES.** The seller states that to the best of their knowledge, all buildings, driveways and other improvements on or to be constructed on the property are within the boundary lines and that no improvements on adjoining properties are known to extend across the boundary lines of this property.

16. **VARIANCE APPROVAL CONTINGENCY.** In the event that Buyer's Due Diligence results in a written determination by the Township of Middle that the proposed use of the property requires "D" Variance approval, then this Contract and final settlement are contingent upon Buyer's ability to obtain such unappealable variance approval. Buyer shall make any such application for variance approval within thirty (30) days of a written determination from Middle Township that such variance approval is required and Buyer shall, in good faith, diligently pursue such approval in the regular course. In the event that "D" variance approval is denied or not obtained by November 15, 2021, this Contract shall lapse and become null and void, with all deposit funds being returned to Buyer and their being no further liability on the part of either party hereto.

17. **RISK OF LOSS.** The risk of loss or damage to the property by fire or otherwise, excepting normal wear and tear, is on the Seller until closing. If there is damage, the Buyer can proceed with the closing and either: (a) require the Seller to repair the damage before closing; (b) instead of repair by the Seller, make a proper deduction for the estimated cost of repair from the purchase price; or (c) terminate this Contract, in which event all deposit funds shall be returned to Buyer and their shall be no further liability on either party hereto.

18. **ASSESSMENTS.** Certain municipal improvements, such as sidewalks and sewers, may result in a municipality charging property owners to pay for the improvements. These charges are called assessments. All assessments which may be imposed by the municipality for public improvements which have been completed as of the date of this Contract are to be paid in full by the Seller or the amount thereof credited to the Buyer at closing.

19. **ADJUSTMENTS AT CLOSING.** Real estate taxes, water and sewer charges are to be apportioned as of the date of the actual closing.

20. **NO BROKER.** The Seller and Buyer represent and warrant to the other that they have not employed or retained a broker, realtor or finder in connection with the sale contemplated by this Contract, nor have they had any dealings with any person which may entitle that person to a fee or commission from either party to this Contract. The Seller and Buyer do hereby indemnify and hold harmless the other, from and against any claim, demand or damages whatsoever by virtue of any agreement or commitment made by them with or to any person that may entitle such person to any fee or commission.

21. **RECORDING OF CONTRACT.** This Contract shall not be recorded in the County Clerk or in any other office or place of public record. If the Buyer records this Contract or permits the same to be recorded, the Seller may, at his option, elect to treat this act as a breach of this Contract.

22. **POSSESSION.** At the closing, the Buyer will be given possession of the property. Seller shall transfer ownership of the property free from any lease agreements and tenant occupancy. Seller shall not enter into any leases subsequent to the full execution of this Contract of Sale without the written consent of Buyer.

23. **CANCELLATION OR DEFAULT OF CONTRACT.** This Contract contains the Buyer's promises to do or not to do various things. Failure to keep these promises within the designated time periods, if any, is called a "default" or "breach of contract." The Buyer and the Seller specifically agree that if the Buyer commits or permits a default to occur, then the damages that the Seller will suffer cannot be calculated in advance with any degree of mathematical certainty. However, in good faith, the Buyer and the Seller have agreed to compensate the Seller for a default. This is called "liquidated damages." If the Buyer commits or permits a default, the Seller shall be entitled to liquidated damages as compensation for expenses and damages and not as a penalty, equal to all deposit monies, together with accrued interest thereon, if any and there shall be no further liability of any nature on the part of the Buyer to the Seller.

In the event that the Seller does not perform in accordance with this Contract then the Buyer may demand the return of all deposit monies, together with reasonable costs incurred for title examination, survey and mortgage application fees or bring any action in court to which the Buyer may be entitled. Notwithstanding the above, if the Seller is unable to deliver marketable title, and the Buyer is unwilling to accept such title as the Seller can make, the Buyer's only remedy shall be to cancel this Contract and demand the return of all deposit monies, together with reasonable costs incurred for title examination, survey and mortgage application fees. Cancellation shall be made pursuant to the NOTICES Paragraph herein.

In the event settlement is not held in accordance with this Contract, or any dispute arises in which the parties cannot agree as to the disposition of deposit monies, it is agreed that the title company, shall act as Escrow Agent and retain the monies in escrow until the parties otherwise agree or a determination is made by the courts.

24. **EASEMENTS.** An easement is a privilege or right of way a person may have to use the land of another person. An example of this would be a right of way. To the Seller's knowledge there are no current easements (other than for public utilities) affecting this property. Notwithstanding same, Seller and Buyer specifically agree that Seller shall be entitled to retain an access and egress easement of thirty (30) feet wide along the north property line of Lot 4 so that Seller shall retain free and open access and egress between Seller's retained storage facility lot west of Lot 1 and Seller's vacant lot east of Lot 4. The parties agree that the easement area shall be for access only and no storage shall occur in such area. Such easement shall run with the land and be affective so long as both lots benefiting from same remain owned by the same party or parties. Seller and Buyer shall sign and record an easement to this affect at Closing and any such easement shall provide that Buyer shall not object to, interfere with, attempt to restrict or prevent Seller at anytime from developing Lot 5 either in conjunction with or separately from Seller's lot west of Lot 1, for permitted commercial uses, including but not limited to self storage, which self storage use shall include the outside storage of vehicles such as trailers, cars, boats, etc.

26. **PAYMENT OF EXPENSES.** The Seller shall pay for the drawing of the deed, any transfer fees required, including notary fees and one-half of all title company settlement fee charges. The Buyer shall pay for all searches, title insurance and other conveyancing expenses, including one-half of the title company closing charge and in the event that the property is improved residential or income producing commercial real estate and the consideration is in excess of One Million (\$1,000,000.00) dollars, the Buyer shall be responsible to pay 1% of the entire amount of the consideration as Buyer's share of the realty transfer fee.

27. **BULK SALE TAX CLEARANCE/LETTER CERTIFICATE.** Pursuant to N.J.S.A. 54:50-38, the New Jersey filing requirements for bulk sale tax notifications apply to this sale of commercial real estate. As a result, the Buyer is required to file form C-9600 with the Division of Taxation. The Seller shall fully cooperate in the filing of said form. Thereafter, both the Seller and Buyer will comply with the division by providing any and all information and documentation and/or by paying and/or escrowing at closing, any amounts deemed necessary by said division. If form C-9600 is filed, this Contract and final settlement shall be contingent upon Buyer's receipt, prior to closing of a letter from the division of taxation of no position regarding taxes due or the receipt of an escrow requirement letter, pursuant to which Seller agrees to comply and hold such escrow with the closing title company.

28. **FLOOD CONDITIONS.** Buyer has been informed that the premises and building may be located within a federally dedicated flood zone and may be prone to flooding at times of heavy rain and/or high tides.

29. **CERTIFICATIONS.** At closing, the Seller shall present to the Buyer, at Seller's cost, any required Fire Safety Inspection Certification to include fire and carbon monoxide alarm compliance and portable fire extinguisher compliance, Certificate of Continuing Occupancy and/or Certificate of Title Transfer, showing no violations, issued by the Municipality of Middle Township. Notwithstanding the above, in the event that the cost of repairs or installations required to obtain said certificate exceeds \$500.00, the Seller may declare this Contract null and void and advise the party holding the deposit monies to return all monies to the Buyer unless the Buyer elects to take the premises in its existing condition, at which time the Seller will provide a credit to the Buyer of \$500.00 at the time of settlement.

30. **NO RELIANCE ON OTHERS.** This Contract is entered into on the knowledge of the parties as to the value of the land and whatever buildings are upon the property and not on any representations made by the Seller, the named REALTOR(S) or their agents as to character or quality.

31. **NO ASSIGNMENT.** This Contract shall not be assigned without written consent of the Seller. This means the Buyers may not transfer their rights under this Contract without the written consent of the Seller.

32. **NOTICES.** All notices under this Contract must be in writing and may be made by facsimile transmission or certified mail to the other party or their attorney. Notice shall be affective upon transmission or mailing.

33. **SELLER'S REPRESENTATIONS.** Seller hereby represents that the proposed sale will not constitute a default under any provision of a mortgage, loan agreement or other instrument; that there has been no attachment, execution or assignment for the benefit of creditors or involuntary proceeding in bankruptcy; that there has been no pending threat of judicial or administrative actions by the Township or adjacent landowners, notwithstanding the disclosed prior zoning application and non-conforming current use of a portion of the property.


34. **COMPLETE AGREEMENT.** This Contract is the entire and only agreement between the Buyer and Seller. This Contract cancels any previous agreements between the Buyer and Seller. The Seller states that he has not contracted to sell the property to anyone else.

35. **COUNTERPARTS AND/OR FACSIMILE/EMAIL SIGNATURES.** This Contract may be executed in any number of counterparts, including counterparts transmitted by telecopier, fax or email, any one of which shall constitute an original of this Contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

36. **VENUE.** Any dispute regarding this agreement shall be venued in the Superior Court of New Jersey in Cape May County.

IN WITNESS WHEREOF, the parties have signed their names and placed their seals on the dates appearing alongside their names.

Date signed: 06/03/2021

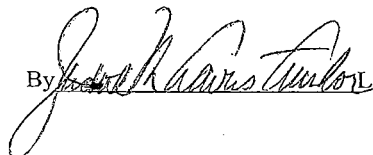

JOHN NEWDECK, Seller L.S.

Date signed: 06-03-2021


KATHLEEN NEWDECK, Seller L.S.

BOROUGH OF STONE HARBOR

Date signed: June 2, 2021

By  L.S.

(2)

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY, NEW JERSEY

ORDINANCE

**AN ORDINANCE AMENDING ORDINANCE No. 1579
– THE 2021 SALARY ORDINANCE
(Adding Seasonal Hourly Rated Employees)**

Section 1. Ordinance No. 1579 is hereby amended by adding the following:

	<u>MIN</u>	<u>MAX</u>
Seasonal Hourly Rated Employees	minimum wage	\$30.00/hr.

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 passage and publication as provided by law.

APPROVED:

Judith M. Davies-Dunhour, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 542 OF THE REVISED GENERAL ORDINANCE OF
THE BOROUGH OF STONE HARBOR 2005
(Establishing Allowable Irrigation Schedules)

Section 1. Chapter 542-25.1 Irrigation schedules: exempt systems; enforcement is hereby amended with the addition of the following as underlined in Section C. ;

C. ENFORCEMENT AND PENALTIES: This section may be enforced by the Utilities Collector; the Code Enforcement Officer, an employee of the Utilities Department or Public Works or any officer of the Stone Harbor Police Department. The enforcement and penalty provisions of Section 542-26, as well as the general penalty provisions of the Revised General Ordinances of the Borough of Stone Harbor, current edition, shall apply to this section as well, except that on a first offense, the property owner shall be given a warning and a copy of Section 542-25A in lieu of a complaint/summons.

Section 2. Severability

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Borough of Stone Harbor, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made part of the Revised General Ordinances of the Borough of Stone Harbor.

Section 5. Effective Date.

This Ordinance shall take effect 10 days after its passage and approval, as provided by law.

APPROVED:

Judith M. Davies-Dunhour, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

CONTRACT TO RENEW MEMBERSHIP WITH THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

WHEREAS, the Borough of Stone Harbor (hereinafter the "MUNICIPALITY") is currently a member of said FUND; and

WHEREAS, effective January 1, 2022, said membership in the FUND will expire unless earlier renewed; and

WHEREAS, the Governing Body of the MUNICIPALITY has authorized the entry into this Contract to renew said membership through the adoption of a Resolution # 2021-___ which details the reasons for renewing said membership with the FUND; and

WHEREAS, the FUND has agreed to offer renewal of membership of the MUNICIPALITY in the FUND.

NOW, THEREFORE, it is hereby contracted and agreed between the FUND and the MUNICIPALITY as follows:

1. The MUNICIPALITY hereby renews its membership in the FUND for a three (3) year term commencing on January 1, 2022 and ending on January 1, 2025 as authorized by Resolution #2021-___.
2. The MUNICIPALITY hereby ratifies and reaffirms the Indemnity and Trust Agreement, the By-Laws and other organizational and operating documents of the FUND as are from time to time amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The MUNICIPALITY shall be a participating member of the FUND for the three (3) year term of this Contract, and the MUNICIPALITY shall comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of MUNICIPALITY in the FUND, the FUND has agreed to the continuing membership of the MUNICIPALITY subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the MUNICIPALITY.

This Contract was executed on this 6th day of July, 2021 as the lawful and binding act and deed of the MUNICIPALITY and the FUND, and the execution of this Contract has been duly authorized by Resolution # 2021-___ of the governing body of the MUNICIPALITY.

MUNICIPALITY

Attest: _____

CLERK

MAYOR

FUND

Offered by Attest: _____ Seconded by: _____

SECRETARY

CHAIRPERSON

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 _____, 2021

Borough Clerk

The above resolution approved this _____ day of _____, 2021

Mayor

(5)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Borough of Stone Harbor (hereinafter the "MUNICIPALITY") is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2022 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certification with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

WHEREAS, the membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, be it resolved by the governing body of the MUNICIPALITY as follows:

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the MUNICIPALITY is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper of the MUNICIPALITY.

This Resolution agreed to this 6th day of July, 2021, by a vote of:

_____ Affirmative _____ Negative _____ Abstentions

(Municipal Official)

Offered by **CERTIFICATION**
I hereby certify that the foregoing is a true copy of Resolution _____ adopted
by the Borough of Stone Harbor in the County of Cape May, at a regular meeting thereof held on
July 6, 2021, day of _____, 2021
The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a regular meeting thereof held on
July 6, 2021, day of _____, 2021

The above resolution approved this day of , 2021

(Clerk)

Borough Clerk

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

CERTIFICATE OF A DESIGNATED OFFICIAL

In accordance with N.J.A.C. 5:34-2.3, I, James Craft, CFO am the designated official of the Borough of Stone Harbor (hereinafter the "MUNICIPALITY"), and I am certifying to the governing body, in detail, why the Contract with the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"), meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable. The reasons are as follows:

- 1) The purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and
- 2) Insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and
- 3) It is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and
- 4) The FUND has provided comprehensive insurance coverage to member municipalities since 1987; and
- 5) Since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and
- 6) The FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and
- 7) The FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial, and Legal services; and
- 8) The FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and
- 9) As an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and
- 10) The membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and
- 11) The FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and
- 12) N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

- 13) The FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and
- 14) The coverage and services provided under the Contract with the Fund cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and
- 15) It is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services.

Signature of Designated Official:

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 the day of, 2021

Borough Clerk

The above resolution approved this day of....., 2021

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(7)

WHEREAS, the Borough of Stone Harbor entered into Sourcewell (Formally NJPA) Ag Tractors 110719-JDC (PG1PCG 70) Contract for the purpose of purchasing John Deere 6130 Cab Tractor; and

WHEREAS, the Borough of Stone Harbor will be using this Co-Op to make this purchase as per quote attached from Central Jersey Equipment LLC 100 Route 206, Hammonton, N.J. 08037 for a total price of \$ 103,377.68 and will be trading in a 2009 John Deere 6430 Tractor, SN# LO6430H630022.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, in the County of Cape May on this 6th day of July, 2021 that the purchase of a New John Deere 6130 Cab Tractor as per quote attached from Central Jersey Equipment LLC for a total price of \$ 103,377.68 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 theday of, 2021

The above resolution approved this day of....., 2021

Borough Clerk

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(8)

RESOLUTION

WHEREAS, Lisa Cinotta, 351 – Main Street, Cape May Court House, N.J. 08210 applied for a fire permit to have paper lanterns on the beach; and

WHEREAS, she has notified the Bureau of Fire Prevention that the weather was not proper for the lanterns and she has asked for a refund for the permit fee which was \$54.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May that at the request of the Fire Official \$ 54.00 be refunded to Lisa Cinotta and that the proper officers make the proper adjustments in their 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 theday of, 2021

.....

Borough Clerk

The above resolution approved this day of....., 2021

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(9)

WHEREAS, the Borough of Stone Harbor maintains an Executive Policy Manual for the purpose of codifying certain administrative policies and procedures; and

WHEREAS, said Executive Policy Manual was adopted by a duly enacted resolution of the Borough Council on May 1, 2001; and

WHEREAS, an addition to the written policy now includes F-010 "Non-profit Support Policy & Procedures" which provides financial assistance to local school, churches, organizations and charities whose primary service area is or includes the municipality,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey on this 6th day of July 2021 that the following be approved for Non-Profit Support by the Borough:

Marine Mammal Stranding Center – P.O. Box 773, Brigantine, N.J. 08203
Cape Volunteers in Medicine, Inc. – 423 N. Rt. 9 Cape May Court House, N.J. 08210

BE IT FURTHER RESOLVED, that the Borough has received the proper request form and all proper paperwork applying for such approval.

BE IT FURTHER RESOLVED that the provisions of the Executive Policy F-010 shall be binding on all applicable requests and the approvals shall be accomplished by way of Resolutions duly presented and passed at a meeting of Mayor and Council.

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, 2021

.....
Borough Clerk

The above resolution approved this day of....., 2021

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(10)

RESOLUTION

Council Meeting – July 6, 2021

RESOLUTION EXCLUDING SEWER CHARGES FROM TAX SALE

WHEREAS, Pursuant to Executive Order No 229, whereby Governor Murphy ordered a Moratorium on water, electric, gas & cable due to the inability to pay because of disruptions caused by COVID-19, authorities were directed not to charge interest or penalties, not to terminate service or shut-off water, and not to sell water at tax sale; and,

WHEREAS, Executive Order No 229 was lifted July 1, 2021; and,

WHEREAS, Executive Order No 246 was released June 15, 2021 under the directive to extend the grace period until January 1, 2022, in an effort to continue to protect water, electric, gas, & cable consumers from hardship; and,

WHEREAS, in accordance with DLGS, when water & sewer is a combined billing and cannot be separated the Tax Collector has the discretion to exclude unpaid sewer charges from tax sale; and,

WHEREAS, in accordance to LFN 2020-25 and pursuant to P.L. 2020 c. 39, for the duration of a declared State of Emergency and up to 90 days afterwards, municipalities may adopt a resolution to refrain from submitting a property for tax sale, and institute a grace period, for unpaid sewer charges; 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 unpaid sewer charges are excluded from the 2021 Annual Tax Sale and the grace period is extended until January 1, 2022 and,

BE IT FURTHER RESOLVED that the Tax 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, 2021

The above resolution approved this day of....., 2021

Borough Clerk

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(11)

RESOLUTION

WHEREAS, the Borough of Stone Harbor is currently under contract with Asphalt Paving Systems Inc., P.O. Box 530, Hammonton, N.J. 08037 for 2019 Utility and Road Program File D&A Project #: SH-C-012; and

WHEREAS, it is the recommendation of the Borough's Engineer, Marc DeBlasio, of DeBlasio & Associates to authorize Change Order No. 5.

1. Additional Sanitary Sewer Improvements on Third Avenue
2. Storm Sewer Outfall Improvements on 118th Street
3. As-Built Quantity Adjustments

WHEREAS, Change Order No. 5 – will result in an increase of \$ 23,427.06 to the amended contract amount of \$ \$4,262,354.72 for a final contract amount of \$4,285,781.78.

NOW, THEREFORE, BE IT RESOLVED, this 6th day of July, 2021 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 5 Final is hereby authorized;

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized to execute Change Order No. 5 to increase the original price by \$ 23,427.06.

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, 2021

The above resolution approved this day of....., 2021

Borough Clerk

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Resolution To Create the Plan Endorsement Citizens' Advisory Committee

(12)

WHEREAS, the Mayor and Council of Borough of Stone Harbor desire to obtain Plan Endorsement from the State Planning Commission; and

WHEREAS, Plan Endorsement is a voluntary review process developed by the State Planning Commission to provide the technical assistance and coordination of the State for municipalities, counties, and regional agencies to meet the goals of the State Planning Act and State Development and Redevelopment Plan; and

WHEREAS, the State Planning Act recognizes that coordination of State action is necessary to help municipalities develop New Jersey's economy while protecting the natural, historic, and recreational resources, providing adequate and diverse housing, and redeveloping our cities and older suburban areas;

WHEREAS, the purpose of the Plan Endorsement process is to increase the degree of consistency among municipal, county, regional, and state agency plans with each other and with the State Plan and to facilitate the implementation of these plans with the primary focus on where and how development and redevelopment can be accommodated in accordance with the State Plan; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines establish a comprehensive and coordinated planning process in order for a municipality to consider, and update as necessary, master plans, functional plans, development regulations and capital plans to be consistent with the State Plan and achieve plan endorsement; and

WHEREAS, through plan endorsement, master plans, functional plans, development regulations and capital plans should be coordinated and supportive of each other; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines incorporate, and expand upon, the principles of the Municipal Land Use Law in order to help towns plan for a sustainable future; and

WHEREAS, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-27, the Mayor may appoint one or more personas as a citizens' advisory committee to assist or collaborate with the planning board in its duties, including adoption of, and amendment to, the master plan to guide the use of lands within the municipality in a manner which protects the public health and safety and promotes the general welfare of the community; and

WHEREAS, the Plan Endorsement Guidelines and State Planning Rules require the appointment of a Plan Endorsement Advisory Committee to guide the municipality through the Plan Endorsement process; and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the Plan Endorsement Advisory Committee shall consist of between 5 and 10 members, including one representative of the governing body, a Class IV member of the planning board; one representative of a local board, a commission or committee who is not a member of the planning board; and the two representatives of the public that do not hold a position, employment or office with the municipality.

NOW THEREFORE BE IT RESOLVED that the Mayor of the Borough of Stone Harbor hereby approves and adopts the following:

The Borough of Stone Harbor establishes a Plan Endorsement Citizens' Advisory Committee consisting of between 5 and 10 members as follows:

1. Judith M. Davies-Dunhour, Mayor
2. Wayne Conrad, Class IV Member of the Planning Board
3. Angelo Caracciolo, Zoning Board Chairman
4. Marilyn Hahle, Chamber of Commerce and Shade Tree Committee Chair
5. Suzanne Walters, President, Board of Education
6. Nicholas Giuffre, Member of the Public
7. John J. Blevins, Member of the Public

The members of the Citizens' Advisory Committee shall serve at the pleasure of the Mayor; and

The Citizens' Advisory Committee shall report findings and conclusions of its actions performed pursuant to the State Planning Rules and Plan Endorsement Guidelines, and make recommendations to the Planning Board on next steps, but shall have no power to vote or take other action required of the Planning Board; and

The Citizens' Advisory Committee shall also report to the Governing Body after each meeting held, on the status of plan endorsement; and

The Citizen Advisory Committee shall be entitled to call to its assistance any personnel of any municipal department or consultant thereto as it may require in order to perform its duties; and

The Citizens' Advisory Committee is established for the purpose of:

Guiding the plan endorsement process for the municipality;

Increasing public awareness of, and participation in, the plan endorsement process for the community;

Serving as the liaison with the state, county, and regional agencies and local officials throughout the plan endorsement process;

Assisting the municipality in meeting the deadlines of plan endorsement;

Take the lead on completing the municipal self-assessment and submitting the required planning documents to the Office of Smart Growth;

Helping to facilitate community visioning as described in the Plan Endorsement Guidelines and community visioning standards;

Reporting the findings and conclusions of the self-assessment and community visioning to the local planning board for its review; and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Negotiating a draft Action Plan with the Office of Smart Growth, in collaboration with the planning board and governing body, to consist of actions that should be taken to adopt and/or update plans, ordinances and regulations in order to meet the plan endorsement requirements;

Facilitating completion of the Action Plan items in order to achieve endorsement by the State Planning Commission and enjoy the benefits available to the municipality as a result of the endorsed plan.

THEREFORE BE IT FURTHER RESOLVED that the Clerk of the Borough of Stone Harbor shall transmit a copy of this resolution and the notice as required in the State Planning Rules to the State Planning Commission.

Certification Date:

Seal:

Signed: _____

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, 2021

.....

Borough Clerk

The above resolution approved this day of....., 2021

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(13)

RESOLUTION

AUTHORIZING MAYOR TO SIGN GRANT OF CONSERVATION RESTRICTION/EASMENT /VILLA MARIA

WHEREAS, Sisters, Servants of the Immaculate Heart of Mary, Villa Marie House of Studies, is the owner of real property located between 111th Street and 112th Street in the Borough of Stone Harbor, County of Cape May, and State of New Jersey, designated on the Stone Harbor Tax Map as Block 111.01, Lots 1 through 20 inclusive, Block 111.02, Lots 21 through 62 inclusive, Block 112.01, portion of Lot 1, Block 112.02, Lots 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 57, 58, 59, and 60, First Avenue from 111 Street to 112th Street, and 112th Street from Second Avenue to First Avenue as shown on the Municipal Tax Map of the Borough of Stone Harbor, State of New Jersey, commonly known as 11101 First Avenue, Stone Harbor, New Jersey; (the "Property").

WHEREAS, the Subject Property is located in the Single Family Residential A Zoning District.

WHEREAS, Sisters, Servants of the Immaculate Heart of Mary, Villa Marie House of Studies, owner, whose address is 1 Our Lady Circle, Malvern, PA 19355, applied to the Borough of Stone Harbor Zoning Board for preliminary and final major subdivision and preliminary and final site plan review with variance relief sought for variances from N.J.S.A. 40:55-70 D1 use to allow the continued use of a retreat house in a residential zone; N.J.S.A. 40:55 D6 height variance to allow a height of proposed 61 feet where 31 feet is permitted; N.J.S.A. 40:55-70 C2 for front yard setback-11th Street, front yard setback 112th Street, front yard setback First Avenue, building length, parking, privacy fence, signage, and front yard setback to pool to clear the site and create 13 conforming single-family residential lots and a lot housing the use of a retreat, private residence for the retreat, and a chapel for the Sisters in order to conduct retreats located in the residential A, Single Family Residential Zoning District, located in Block 111.01, Lots 1 through 20 inclusive, Block 111.02, Lots 21 through 62 inclusive, Block 112.01, portion of Lot 1, Block 112.02, Lots 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 57, 58, 59, and 60, First Avenue from 111 Street to 112th Street, and 112th Street from Second Avenue to First Avenue as shown on the Municipal Tax Map of the Borough of Stone Harbor, State of New Jersey, commonly known as 11101 First Avenue, Stone Harbor, New Jersey;

WHEREAS, the Zoning Board of the Borough of Stone Harbor on December 7, 2020 adopted Resolution No. 915-2020; and

WHEREAS, said plan contemplates a 13 lot subdivision for Single family residential homes, with approximately 4 acres remaining there after which will comprise a retreat, private residence for the retreat, and a chapel for the Sisters in order to conduct retreats; and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the Stone Harbor Zoning Board found that the premises, as proposed, was an inherently beneficial use which also eliminated existing traffic issues, secured safety from coastal flooding in compliance with FEMA standards, is ADA compliant, advances special reasons proposed in the New Jersey Municipal Land Use Act and also satisfies the negative criteria set forth N.J.S.A. 40:55D; and

WHEREAS, in reliance there on the Stone Harbor zoning board granted the following approvals:

1. Preliminary and final major subdivision approval;
2. Preliminary and final site plan approval;
3. Front yard setback variance is and related see variances as more fully set forth in the next approval; and
4. Use and height "D" variances; and

WHEREAS, the Sisters, Servants of the Immaculate Heart of Mary, Villa Marie House of Studies, has agreed to construct certain improvements shown on the preliminary and final major subdivision and site plan(s) (the "Plans"), including the sewer improvements, described and agreed to as contained in the record(s) made before the Zoning Board of the Borough of Stone Harbor and in the DeBlasio and Associates Engineering Letter dated November 30, 2020; and

WHEREAS, in furtherance of the requirements for procuring a CAFRA permit from the state of New Jersey it is necessary that the Borough and the Sisters, Servants of the Immaculate Heart of Mary, Villa Marie House of Studies, execute the annexed Grant of Conservation Restriction/Easement is between the Borough of Stone Harbor and the Sisters, Servants of the Immaculate Heart of Mary for Public Access to the Waterfront and Impervious Limits for Residential Lots;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor on this 6th day of July, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth as length.
2. That the Mayor and appropriate Borough Officials are hereby authorized and directed to sign the attached Grant of Conservation Restriction/Easement annexed and hereby incorporated into this Resolution.

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, 2021

The above resolution approved this day of....., 2021

.....
Borough Clerk

.....
Mayor

Prepared by and Record and Return to:

Catherine M. Ward, Esq.
Stradley Ronon Stevens & Young, LLP
457 Haddonfield Road, Suite 100
Cherry Hill, NJ 08002

NJDEP Permit No.: 0510-04-0008.3 LUP200001

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Public Access to the Waterfront and Impervious Limits for Residential Lots)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made, in part this _____ day of _____, 2021, by the Borough of Stone Harbor, its successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property described herein, whose principal offices are located at 9508 Second Avenue, Stone Harbor, New Jersey 08247, hereinafter referred to as the "Grantor-Stone Harbor," in favor of and to the New Jersey Department of Environmental Protection, its successors and assigns, hereinafter referred to as the "Grantee-DEP;" and

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is also made, in part, by the Sisters, Servants of the Immaculate Heart of Mary, its successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest thereto, whose principal address is 1 Our Lady Circle - Villa Maria House of Studies Malvern, PA 19355, hereinafter referred to as the "Grantor-IHM," in favor of and to the Grantee-DEP; and

The Grantor-Stone Harbor and the Grantor-IHM together collectively constitute the "Grantors;"

WITNESSETH:

WHEREAS, the Grantor-Stone Harbor is the owner in fee simple of certain real property located in the Borough of Stone Harbor, County of Cape May, New Jersey, designated as the public street 112th Street, as shown on the official 2020 Tax Map of the Borough of Stone Harbor, Cape May County, currently a paper street but proposed to be constructed by Grantor-IHM and dedicated to the Grantor-Stone Harbor, as more fully described in a subdivision approval issued by the Zoning Board of the Borough of Stone Harbor in Resolution No. 915-2020 dated January 4, 2021, attached hereto as Exhibit A (the "Resolution"); and

WHEREAS, Grantor-IHM is the owner in fee simple of certain real property located in the Borough of Stone Harbor, County of Cape May, New Jersey, designated as Block 111.01, Lots 1-20 inclusive; Block 111.02, Lots 21 through 62, inclusive; Block

112.01, Lot 1 as shown on the official 2020 Tax Map of the Borough of Stone Harbor, Cape May County; and

WHEREAS, as described in and permitted by the Resolution, Grantor-IHM will demolish the existing structures located on Lots 55 through 62 of Block 111.02, inclusive, and construct a new retreat center with associated improvements on Block 111.01, Lots 1-20, inclusive, Block 111.02, Lots 21-54, inclusive, and Block 112.01, Lot 1 (the "Retreat Property"); and

WHEREAS, Grantor-IHM is also the owner in fee simple of certain real property located in the Borough of Stone Harbor, County of Cape May, designated as Block 112.02, Lots 22, 24, 26, 28 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 57, 58, 59 and 60, as shown on the official 2020 Tax Map of the Borough of Stone Harbor, County of Cape May, which, together with Block 111.02, Lots 55 through 62, inclusive, have been approved for subdivision into thirteen (13) new residential building lots as described in the Resolution (the "Residential Lots"); and

WHEREAS, the Grantors applied to the Grantee-DEP for the necessary CAFRA permit for the Property and on December 10, 2020 Grantee-DEP issued to Grantor-IHM Permit # 0510-04-0008.3 LUP200001, (the "Permit"), attached hereto as Exhibit B and made a part hereof, which permits certain construction on the Property as described therein, and requires, among other conditions, public access to the waterfront, pursuant to the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et seq., as amended ("CAFRA Statute"), and the corresponding Rules on Coastal Zone Management, N.J.A.C. 7:7et seq., as amended (the "Coastal Zone Management Rules"), specifically N.J.A.C. 7:16.9 Public Access; and

WHEREAS, the Permit includes approval of a plan entitled " SITE PLAN FOR SISTERS, SERVANTS OF THE IMACULATE HEART OF MARY, STONE HARBOR RETREAT CENTER, VILLA MARIA BY THE SEA, 11101 1ST AVENUE, BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, N.J.," prepared by Van Note Harvey Associates, PC, dated 2-14-2020, and further identified as:

Sheet 4, "DIMENSION & LAYOUT PLAN", dated 2-14-2020, last revised 9-10-2020

Sheet 4.01, "FOOTPRINT OF DEVELOPMENT PLAN", dated 2-14-2020, unrevised

Sheet 5, "ENLARGEMENT OF DIMENSION & LAYOUT PLAN" dated 2-14-2020, last revised 9-22-2020

Sheet 6, "ENLARGEMENT OF DUNE WALKOVER PLAN", dated 01-31-2020, unrevised

Sheet 7, "GRADING AND DRAINAGE PLAN", dated 01-31-2020, last revised 9-15-2020

Sheet 8, "UTILITY PLAN", dated 2-14-2020

Sheet 12, "DETAIL SHEET 1", dated 2-14-2020

Sheet 13, "DETAIL SHEET 2", dated 2-14-2020, last revised 9/14/20 and one (1) sheet entitled, "LANDSCAPE PLAN, SITE PLAN FOR SISTERS, SERVANTS OF THE IMACULATE HEART OF MARY, STONE HARBOR RETREAT CENTER, VILLA MARIA BY THE SEA, 11101 1ST AVENUE, BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, N.J." prepared by Godshall, Kane, O'Rourke Architects, LLC, dated 06-30-2020, and unrevised, attached hereto as Exhibit C and made a part hereof (the "CAFRA Plan"); and

WHEREAS, the Permit authorizes Grantor-IHM to re-construct an existing private dune walkover connecting the Retreat Property (the "Existing Walkover") and requires that the Existing Walkover, including fencing and or edging, shall be no wider than twelve (12) feet, as set forth in the CAFRA Permit and the CAFRA Plan, and more specifically in the set of 2 sheets of the Existing Conditions and Proposed Conditions of the Dune Restoration Plans, prepared by Van Note-Harvey Associates, under the signature and seal of Lewis H. Conley, Jr. Professional Land Surveyor and Professional Planner, dated March 3, 2021 and attached hereto as Exhibit C-1; and

WHEREAS, the Permit authorizes the construction of a publicly accessible walkover which shall be no wider than six (6) feet and said publicly accessible walkover including fencing and/or edging shall be no wider than eight (8) feet altogether, all as set forth in CAFRA Permit and the CAFRA Plan, Exhibits B and C, respectively, and particularly Sheet 6 of Exhibit C; and

WHEREAS, the Permit requires the construction of five (5) parking spaces within the right-of-way of 112th Street at the southeast end of 112th Street for the use of the public (the "Parking Spaces") and a new dune walkover at the terminus of 112th Street to the oceanside toe of the dune (the "New Walkover"), all as shown on the CAFRA Plan; and

WHEREAS, pursuant to the CAFRA Statute and the Coastal Zone Management Rules, the Permit also limits impervious cover on each of the new lots comprising the Residential Lots to 70% of each lot's land area in order to protect natural resources, water quality, and stormwater quantity; and

WHEREAS, the Permit was amended by that certain letter dated April 27, 2021 issued by Grantee-DEP and attached as part of Exhibit B; and

WHEREAS, 112th Street, the Parking Spaces, the Retreat Property, the Residential Lots, the Existing Walkover and the New Walkover together constitute the "Property;" and

WHEREAS, by virtue of the Property's location along the beach abutting the Atlantic Ocean, the waterfront area of the Property possesses great scenic, aesthetic and recreational qualities for the public enjoyment; and

WHEREAS, pursuant to the Public Trust doctrine, all applicable case laws and duly adopted regulations, as a condition to the Permit, the Grantors must create and maintain in perpetuity access over that portion of the Property consisting of the Parking Spaces and the New Walkover reserved for use by the public, as more specifically shown on the CAFRA Plan, and more particularly described on a legal description (metes and bounds), attached hereto as Exhibit D (together, the "Public Easement Areas"); and

WHEREAS, Grantor-IHM is obligated by the terms of the Resolution to (i) construct 112th Street and dedicate it to the Borough, and (ii) construct the Parking Spaces; and is obligated by the terms of the Permit to (y) construct the New Walkover, located, along with the Parking Spaces, within the Public Easement Areas; and (z) re-construct the Existing Walkover, which improvements Grantor-Stone Harbor will thereafter be obligated to maintain; and

WHEREAS, the Grantee-DEP is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of natural resources, to promote environmental protection, and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor-Stone Harbor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee-DEP a Conservation Restriction/Easement on the Public Easement Areas for recreational use by the public; and

WHEREAS, the Grantor-IHM, holding the fee and the authority to do so, intend to enter into this Conservation Restriction/Easement in favor of the Grantee-DEP in order to limit the development of each Residential Lot to no more than 70% impervious surface; and

NOW THEREFORE, in consideration for the issuance of the Permit and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantors hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee-DEP:

1. Grantor-Stone Harbor hereby conveys, transfers, assigns and grants to the Grantee-DEP a Conservation Restriction/Easement with respect to the Public Easement Areas as shown in Exhibit C and as described in Exhibit D.

2. Grantor-IHM hereby conveys, transfers, assigns and grants to the Grantee-DEP a Conservation Restriction/Easement with respect to the Residential Lots as shown on Exhibit C to restrict the development of each of the Residential Lots to no more than 70% impervious coverage.

3. Grantor-Stone Harbor and the Grantee-DEP agree that the Conservation Restriction/Easement shall be in full force and effect as to the entire Public Easement Area as shown in Exhibit C and described in Exhibit D, including those areas upon which the Parking Spaces and the New Walkover has not yet been constructed as of the date of this Conservation Restriction/Easement, and will be accessible to the public at all times in perpetuity, subject only to reasonable restrictions imposed to protect public safety in connection with construction activities within the Public Easement Area.

3. Nothing contained in this Conservation Restriction/Easement shall be deemed or construed to give or grant to the Grantee-DEP, the public, or anyone else, any rights to use any portion of the Property except the Public Easement Areas, which shall include the New Walkover that shall be constructed consistent with the Permit.

4. Grantor-IHM, its successors and assigns, after construction of 112th Street, the Parking Spaces and the New Walkover within the Public Easement Areas, and the reconstruction of the Existing Walkover, by Grantor-IHM, shall maintain such improvements pursuant to the Maintenance Plan, attached hereto as Exhibit E and made a part hereof until such time as 112th Street and the improvements located within the Public Easement Areas defined in Exhibit D are dedicated to the Borough of Stone Harbor, and shall maintain the Existing Walkover indefinitely.

5. The Public Easement Areas shall be available for public recreational purposes. Recreational uses shall not include any activity that violates federal, state, county or municipal law. No construction shall be permitted within the Public Easement Areas, other than that which is explicitly approved herein.

6. The New Walkover depicted on Exhibit C shall be available for waterfront public access purposes, being those recreational activities including, but not limited to, jogging, bicycling, walking, viewing, fishing and other similar recreational activities consistent with and compatible with public enjoyment of the Public Easement Areas preserved by the Conservation Restriction/Easement herein granted.

7. In no event shall either of the Grantors charge a fee for access to or use of any portion of the Public Easement Areas, including for use of the Parking Spaces preserved by the Conservation Restriction/Easement herein granted.

8. In no event shall either of the Grantors erect, place or maintain any gate or any obstruction or impede in any way whatsoever physical access to the Public Easement Areas by the public at any time except as is reasonably necessary to protect public safety during construction activities.

9. The Grantors shall not construct, install or maintain any structure, building or other improvement within the Public Easement Areas, except those appearing on plans and specifications approved by the Grantee-DEP in writing pursuant to the Permit.

10. The boundaries of the Public Easement Areas shall be marked by an unobtrusive, semi-permanent visual marker in a manner of Grantor-IHM's choosing, and to the Grantee-DEP's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include the edge of a walkway, curbing, fence post, pipe in the ground, survey markers, and a shrub or tree line.

11. Grantor-Stone Harbor's liability with respect to the Public Easement Areas is subject to the limitations contained in N.J.S.A. 2A:42A-8 and 2A:42A-8.1 (Landowner Liability Act).

12. Any activity on or use of the Public Easement Areas by Grantors which is inconsistent with the Public Trust Doctrine, the purposes of this Conservation Restriction / Easement, or not in conformance with the final plans and specifications approved by the Grantee-DEP in writing pursuant to the Permit, Exhibit B cited herein or any other permit subsequently issued by the Grantee-DEP regulating the Property as a whole shall be prohibited.

13. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s), Exhibit C, and specifications approved by the Grantee-DEP in writing pursuant to the Permit, Exhibit B, this Conservation Restriction/Easement shall govern.

14. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind the Grantors and their successors and assigns, in perpetuity.

15. Grantor-Stone Harbor shall provide the Grantee-DEP telephonic and written notice of any transfer or change in ownership of any portion of the Public Easement Areas, including, but not limited to, the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

16. Grantor-IHM shall provide Grantee-DEP telephonic and written notice of any transfer or change in ownership of any portion of the Residential Lots, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

17. In addition to, and not in limitation of, any other rights of the Grantee-DEP hereunder or at law or in equity, if the Grantee-DEP determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred

or that a Violation is threatened, the Grantee-DEP shall give written notice to the then-owner of such Violation, setting forth the specifics thereof, and shall demand corrective action sufficient to cure the Violation. If the then-owner fails to cure the Violation after receipt of notice thereof from the Grantee-DEP, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee-DEP, fails to begin curing such Violation within the time period dictated by the Grantee-DEP, or fails to continue diligently to cure such Violation until finally cured, the Grantee-DEP may bring an action at law or in equity in a court of competent jurisdiction:

- a. To enjoin and/or cure such Violation,
- b. To enter upon the Public Easement Area or the Residential Lots, if applicable, to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas or Residential Lots affected by such Violation to the condition that existed prior thereto, or
- c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee-DEP deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.

18. If the Grantee-DEP, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Public Easement Area or the Property as a whole, the Grantee-DEP may pursue its remedies under paragraph 17 above without prior notice to the then-owners or without waiting for the period provided for cure to expire. The Grantee-DEP's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantors agree that the Grantee-DEP's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee-DEP shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee-DEP may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee-DEP's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

19. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee-DEP and any forbearance by the Grantee-DEP to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantors shall not be deemed or construed to be a waiver by the Grantee-DEP of such term or of any subsequent Violation or of any of the Grantee-DEP's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee-DEP in the exercise of any right or remedy upon any Violation by Grantors shall impair such right or remedy or be construed as a waiver of such right or remedy.

20. Grantors agree, as applicable, to reimburse the Grantee-DEP for any costs incurred by the Grantee-DEP in enforcing the terms of this Conservation Restriction/Easement against Grantors, and including, without limitation, the reasonable costs of suit and attorneys' fees.

21. The Grantee-DEP reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Public Easement Areas, provided it is in accordance with N.J.S.A. 13:8B-1 et seq

22. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor-Stone Harbor:

Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247
Attention: Mayor
Phone: 609-368-5102

To Grantor-IHM

1 Our Lady Circle –
Villa Maria House of Studies
Malvern, PA 19355

To the Grantee-DEP:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
501 East State Street
Mail Code 501-02A
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
Phone: (609) 984-3444

In addition, any notice relating to paragraph 15 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection

Coastal & Land Use Compliance & Enforcement
401 East State Street
Mail Code 401-04C
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Manager, Coastal & Land Use Compliance &
Enforcement
Phone: (609) 292-1240

23. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

24. Taxes, Insurance.

a. The Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Public Easement Areas. During their respective periods of responsibilities as defined herein, the Grantors shall keep the Public Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

b. Grantor-Stone Harbor agrees to pay any real estate taxes or other assessments levied on the Public Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee-DEP, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Public Easement Areas, or to take such other actions as may be necessary to protect the Grantee-DEP's interest in the Public Easement Areas and to assure the continued enforceability of this Conservation Restriction/Easement.

25. Miscellaneous.

a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.

b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. This Conservation Restriction/Easement and the Permit along with the approved plans set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in writing executed and recorded by the parties hereto.

d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be as described hereinabove.

e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.

g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in the property or under the Public Trust Doctrine.

h. This Conservation Restriction/Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

26. The Grantors reserve unto themselves the right to undertake de minimis modifications of the Public Easement Areas that are approved in advance and in writing by the Grantee-DEP. The Grantee-DEP may approve the modification under the following conditions and with the following documentation:

a. The modification results in an increased level of protection of the regulated resource; or

b. The modification results in equivalent areas of resources protected;
and

c. The modification does not compromise the original protected resource.

27. If the Grantee-DEP approves the applicable Grantor's proposed modification, the Grantor-Stone Harbor shall amend this instrument as to the Public Easement Areas by preparing and submitting to the Grantee-DEP for prior review and approval:

a. A revised CAFRA Plan and legal description (metes and bounds) for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and

b. An Amended Conservation Restriction/Easement that reflects the modifications to this original Conservation Restriction/Easement, the justification for the modification and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.

28. The Grantor shall record the documents listed in paragraph 27, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.

29. This Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

30. Prior to the effective date of N.J.S.A. 13:8B-1, Grantor-IHM reserves unto itself the right to abandon the project entitled Sisters, Servants of the Immaculate Heart of Mary Stone Harbor Retreat Center, Villa Maria by the Sea, Permit File Number 0510-04-0008.3 LUP200001 (the "Project" as depicted and described in Exhibits A, B and C, respectively), whereupon the Grantee-DEP shall execute an appropriate release of this Conservation Restriction/Easement without the need for a public hearing that might otherwise and subsequently be required under N.J.S.A. 13:8B-1 et seq. Abandonment of the approved Project shall include a relinquishment of the Project's associated permits and any and all rights thereto. The right to this release of the Conservation Restriction/Easement may only be undertaken prior to any site disturbance, pre-construction earth movement or construction within the property as a whole, aside from the pre-authorized demolition of the existing retreat center facilities. Any such release shall be effectuated by the recordation of a Release of Conservation Restriction/Easement which has been duly executed by Grantors and Grantee-DEP.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantors but also their agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

[signatures on the following pages]

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Cape May County Clerk.

GRANTOR:

ATTEST

BOROUGH OF STONE HARBOR

_____, Borough Clerk

By: _____
Judith Davies-Dunhour, Mayor

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

I CERTIFY that on _____, 2021, Judith Davies-Dunhour personally came before me and acknowledged under oath, to my satisfaction that:

- (a) she is the Mayor of the Borough of Stine Harbor and was the subscribing witness to the signing of the attached Conservation Easement;
- (b) she was fully authorized to and did execute this Conservation Easement on behalf of the Borough of Stone Harbor;
- (c) this Conservation Easement was made for \$1.00 as the full and actual consideration paid or to be paid; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

A Notary Public of the State of New Jersey

My Commission Expires: _____

A1TEST

By: Sr. MaryEllen Tennity,
General Superior

I CERTIFY that on _____, 2021, Sister MaryEllen Tennity, IHM, personally came before me and acknowledged under oath, to my satisfaction that:

- A Notary Public of the State of New Jersey
My Commission Expires: _____

Date of Application 6/3/21

Borough of Stone Harbor 2021 Special Events Application

(14)

Name of Event: Brown Family Sandcastle
 Date of Event: 8/3/21 (rain date 8/4) Time of Event: 7:00 AM
 Type of Event: ☐ Festival ☐ 1K / 5K / Athletic / Bike Race / Marathon ☒ Other Sandcastle

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

APPLICATION REVIEW FEES

- ☒ \$50 if filed prior to 90 Days of event
☐ \$100 if filed prior to 60 Days of event
☐ \$250 if filed prior to 30 Days of event

ok 3034

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

2021 EVENT FEES

5k:\$150 (0-250 Participants) 10k or Triathlons\$500
 (Designated Route Only) \$250 (250-500 Participants)
 \$500 (500 Participants or More)
 All applicants for 5k, 10k or Triathlons must submit a 501C3 form with application.

Event Fees.....\$250 Per Day (1000 Participants and Under) / \$500 Per Day (1000 Participants and Over)

Seasonal use of facilities by Local Schools\$1500 per season per sport (No Application Review Fee)

Use of 80th St. Fields\$250 per day (Before Friday of Memorial Day and after Labor Day)
 Use of 80th St. Fields\$500 per day (first two days) / \$250 per each additional day (Memorial Weekend-Labor Day Weekend)
 Use of Recreation Support Building (82nd & Second Avenue).....\$300

Stone Harbor Men's Softball League.....\$250 per season



Date of Application _____

Borough of Stone Harbor 2021 Special Events Application

Name of Event: PICKLEBALL PRO EVENT
 Date of Event: July 21 & 22, 2021 Time of Event: 8:00^{AM} - 6 PM (8-12:30
3-6)
 Type of Event: ☐ Festival ☐ 1K / 5K / Athletic / Bike Race / Marathon ☒ Other PICKLEBALL

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

APPLICATION REVIEW FEES

- ☐ \$50 if filed prior to 90 Days of event
☐ \$100 if filed prior to 60 Days of event
☐ \$250 if filed prior to 30 Days of event

Harvest with their Letter of Commitment. It will be reflected in the event contract following Borough Council approval. Additional event and public land fees may apply.
 You will be notified of any applicable fees following the review of your application.

2021 EVENT FEES

5k:\$150 (0-250 Participants) 10k or Triathlons\$500
 (Designated Route Only) \$250 (250-500 Participants)
 \$500 (500 Participants or More)
 All applicants for 5k, 10k or Triathlons must submit a 501C3 form with application.
 Event Fees.....\$250 Per Day (1000 Participants and Under) / \$500 Per Day (1000 Participants and Over)
 Seasonal use of facilities by Local Schools\$1500 per season per sport (No Application Review Fee)
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 Use of 80th St. Fields\$500 per day (first two days) / \$250 per each additional day (Memorial Weekend-Labor Day Weekend)
 Use of Recreation Support Building (82nd & Second Avenue).....\$300
 Stone Harbor Men's Softball League.....\$250 per season