

**Borough of Stone Harbor**  
**REGULAR MEETING AGENDA**  
**Tuesday, September 20, 2022**  
**Borough Hall, 9508 Second Avenue, Stone Harbor**

**Call to Order:** Immediately Following Work Session

**Roll Call:** Councilmember Moore, Councilmember Parzych, Councilmember Casper, Councilmember Gensemer, Councilmember Dallahan, Councilmember Krafczek

**Statement of Public Notice:** Adequate notice of the meeting was provided by posting a copy of the time and place on the Municipal Clerk's bulletin board and mailing a copy of same of the Press and the Cape May County Herald on January 5, 2022.

**Salute the Flag**

**Communications:**

**Approval of Minutes:** Work Session and Regular Meeting ~ September 6, 2022

**Public Comment**

**OLD BUSINESS**

None

**NEW BUSINESS**

**Ordinance 1618** – Amending Chapter 345-24 Fees (Planning & Zoning Board Fees)

**Resolution** – Authorize Proposal for DeBlasio & Associates for Planning and Environmental Issues – IBank Application

**Resolution** – Authorizing the Issuance of Not Exceeding \$26,148,400 Bond Anticipation Notes of the Borough of Stone Harbor

**Resolution** – Authorizing Shared Services Agreement with the Cape May County MUA for Solid Waste Disposal & Recycling Services.

**Resolution** – Authorizing the Mayor to Sign the Right of Entry Temporary Work Area (TWAE) *RE: Beach Renourishment*

**Proclamation** – Knock Out Opioid Abuse Day

**Motion** – Approve Surf Contest – Date Change : October 15th & 16th

**Discussion:**

**Motion** - Approve the Bill List & Authorize the CFO to Pay the bills when the funds are available, and the vouchers are properly endorsed.

**Resolution** – Closed Session – *Personell*

**Public Comment**

**Adjournment**

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

**ORDINANCE NO. 1618**

**An Ordinance to Amend Article IV: Provisions Applicable to Both the Planning Board and Zoning Board of Adjustment; Chapters 345 Section 24 of the Revised General Ordinances of the Borough of Stone Harbor to Allow for Changes to Certain Application and Escrow Fees**

**WHEREAS**, the Borough of Stone Harbor intends to require escrow fees for reapproval or extension of time applications; and

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and Council of the Borough of Stone Harbor, County of Cape May and State of New Jersey that the following fees be amended as follows:

**Section 1.** Article IV Provisions Applicable to Both the Planning Board and Zoning Board of Adjustment § 345-24 Fees.

A. Fees for applications or for the rendering of any service by the Planning Board or Zoning Board of Adjustment or any of the professionals so designated by the Boards or any of the professionals hired by the Borough for the purpose of covering technical, investigative and administrative expenses involved in processing the application shall be as follows:

[Amended 7-5-2005 by Ord. No. 1237; 2-19-2008 by Ord. No. 1302; 2-17-2009 by Ord. No. 1330; 6-2-2009 by Ord. No. 1339; 6-4-2013 by Ord. No. 1424; 6-20-2017 by Ord. No. 1500; 9-5-2017 by Ord. No. 1503; 10-16-2018 by Ord. No. 1532; 4-20-2021 by Ord. No. 1586]

Category	Application Fee	Escrow Fee
Subdivision, minor	\$550	\$1,000 per lot
Subdivision, major	\$550	\$1,000 per lot
Site plan, major (preliminary)	\$550	\$2,000
Site plan, major (final)	\$550	\$2,000
Informal review	\$550	\$1,000
Variances	\$550 per variance	\$500 <del>\$1200</del> if no site plan required; \$2,000 if site plan required
Request for extension of time	\$100	<del>\$700</del>
Subdivision or site plan amendments	50% of original fees	
Zoning permit	0.0035 of project cost (but not less than \$100)	\$850*
Certified list of property owners	\$10	
Tax Map changes resulting from subdivisions and other applications creating new lots	<del>\$300</del> <del>\$150 per Lot</del>	
Copy of minutes, proceedings and Notice of decision	Refer to Chapter <u>92</u> , Article <u>I</u> , of the Borough of Stone Harbor Code	
<b>Appeals</b>	<b>\$150</b>	<b>\$700</b>

\* For applications involving grading plans only.

**Section 2.** 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 3.** This Ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
Kim Stevenson, Borough Clerk

**BOROUGH OF STONE HARBOR**

Cape May County, New Jersey

**RESOLUTION**

**Approve Proposal to Provide Professional Engineering and Grant Application Services Relating to the NJ Infrastructure Bank Application (IBANK)**

**WHEREAS**, DeBlasio & Associates. Borough Engineer, 4701 New Jersey Avenue, Wildwood, N.J. 08260 has prepared a Proposal to provide Professional Engineering and Grant Application Services for 111<sup>th</sup> Street/114<sup>th</sup> Street Outfall Elimination and 2023 Utility Program – NJ Infrastructure Bank Application; and,

**WHEREAS**, The Borough of Stone Harbor is interested in submitting a low interest loan and grant application to the NJDEP IBank for various water and sewer improvements; and

**WHEREAS**, the application includes submitting two (2) fiscal years’ worth of water, sewer and roadway improvements identified in the Borough’s Ten Year Capital Plan which specifically includes the following: 111<sup>th</sup> and 114<sup>th</sup> Street Outfall Elimination Project & the 2023 Utility and Road Program; and

**WHEREAS**, additional scope of services not included in the project include the following items:

- 1.) Engineering Design and Specifications (2023 Utilitiy and Road Program)
- 2.) SED Participation During Planning and Design
- 3.) Regulatory Permit Fees
- 4.) Any other items not listed in the scope of work

**To complete the above referenced scope of work the professional fee is \$13,000.**

**WHEREAS**, it is the intention of Council to approve this proposal as presented.

**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 Borough Council approves the attached Proposal for Additional Scope of Services for the NJ Infrastructure Bank Application as presented on this 20<sup>th</sup> day of September 2022.

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 20<sup>th</sup> day of September 2022

.....  
Borough Clerk

The above resolution approved this 20<sup>th</sup> day of September 2022

.....  
Mayor



# DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

August 23, 2022

VIA EMAIL & REGULAR MAIL

Robert Smith, Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

**RE: Borough of Stone Harbor  
111<sup>th</sup> Street/114<sup>th</sup> Street Outfall Elimination and 2023 Utility Program –  
NJ Infrastructure Bank Application  
D&A Project #: SH-C-045**

Dear Mr. Smith:

As a follow up to our August 2<sup>nd</sup> teleconference with the NJDEP, *DeBlasio & Associates, P.C.* is pleased to submit this proposal to the Borough to provide professional engineering and grant application services for **111<sup>th</sup> Street/114<sup>th</sup> Street Outfall Elimination and 2023 Utility Program – NJ Infrastructure Bank Application.**

## Project Understanding and Scope of Work

Pursuant to our various conversations and our August 2<sup>nd</sup> preapplication conference with the NJDEP IBank, the Borough is interested in submitting a low interest loan and grant application to the NJDEP IBank for various water and sewer improvements. As part of the application process, our office will submit the following through H<sub>2</sub>LOans:

- a. Project Information.
- c. Letter of Intent (Environmental Planning Document).

The proposed application includes submitting two (2) fiscal years' worth of water, sewer and roadway improvements as identified on the Borough's Ten-Year Capital Plan. Specifically, the proposed project limits are listed below and shown on the attached Project Location Map:

### **A. 111<sup>th</sup> Street and 114<sup>th</sup> Street Outfall Elimination Project**

In a similar fashion to the Beach Outfall Elimination Programs Phase 1-3, the Borough is proposing to remove the existing storm sewer outfalls located on the beach at 111<sup>th</sup> Street and 114<sup>th</sup> Street. The existing outfalls will be removed and replaced with groundwater recharge facilities located in the recently vacated First Avenue right-of-way and street ends and rerouted westerly towards the bay. Lastly, the scope of work shall also include the necessary reconstruction of the sanitary sewer, water main and roadway improvements along 111<sup>th</sup> Street, 113<sup>th</sup> Street, 114<sup>th</sup> Street, 115<sup>th</sup> Street, 116<sup>th</sup> Street and Second Avenue.

**B. 2023 Utility & Road Program**

Sanitary sewer, water main and roadway improvements on the following streets:

1. 119<sup>th</sup> Street 100 Block
2. 119<sup>th</sup> Street 200 Block
3. 120<sup>th</sup> Street 100 Block
4. 120<sup>th</sup> Street 200 Block
5. 121<sup>st</sup> Street 100 Block
6. 105<sup>th</sup> Street 100 Block

The total estimated construction cost for the project is \$11,000,000.00.

Please note that our scope of services for this task does not include the following items:

- 1.) Engineering Design and Specifications (2023 Utility and Road Program).
- 2.) SED Participation During Planning and Design.
- 3.) Regulatory permit fees.
- 4.) Any other items not listed in the scope of work.

**Total: \$13,000.00**

Enclosed please find one (1) copy of the Engineer's Estimate of Construction Cost and Project Location Map for your files.

Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 854-3311. We thank you for the opportunity to submit this proposal.

Sincerely,

**DeBlasio & Associates, P.C.**



Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

[Marc@deblasioassoc.com](mailto:Marc@deblasioassoc.com)

Cc: Councilwoman Bunny Parzych (via email w/encl.)  
Councilman Reese Moore (via email w/encl.)  
Jim Craft, CFO (via email)  
Manuel Parada, P.E. (via email w/encl.)  
Lisa Marcolongo, Assistant Borough Administrator (via email w/encl.)  
Finance (via email)

# **BOROUGH OF STONE HARBOR**

Cape May County, New Jersey

## **RESOLUTION**

### **RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$26,148,400 BOND ANTICIPATION NOTES OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY.**

**BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY, AS FOLLOWS:**

**Section 1.** Pursuant to a bond ordinance of the Borough of Stone Harbor, in the County of Cape May (the “Borough”) entitled: “Bond ordinance appropriating \$750,000, and authorizing the issuance of \$750,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the county of Cape May, New Jersey”, finally adopted on March 6, 2012 (#1399), bond anticipation notes of the Borough in a principal amount not exceeding \$242,400 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance providing for the improvement of the water and sewerage system in and of the Borough of Stone Harbor, in the County of Cape May, New Jersey, appropriating \$1,650,000 therefor and authorizing the issuance of \$1,571,000 bonds or notes of the Borough for financing such appropriation”, finally adopted on April 2, 2013 (#1418), bond anticipation notes of the Borough in a principal amount not exceeding \$1,405,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 2.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$620,000, and authorizing the issuance of \$620,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on February 18, 2014 (#1437), bond anticipation notes of the Borough in a principal amount not exceeding \$466,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$366,000, and authorizing the issuance of \$347,700 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on March 3, 2015 (#1456), bond anticipation notes of the Borough in a principal amount not exceeding \$220,300 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 3.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$553,000, and authorizing the issuance of \$553,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on April 5, 2016 (#1479), bond anticipation notes of the Borough in a principal amount not exceeding \$477,600 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance providing for the improvement of the water and sewerage system in and of the Borough of Stone Harbor, in the County of Cape May, New Jersey, appropriating \$1,300,000 therefor and authorizing the issuance of \$1,300,000 bonds or notes of the Borough for financing such appropriation”, finally adopted on April 5, 2016 (#1480), bond anticipation notes of the Borough in a principal amount not exceeding \$1,005,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 4.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance providing for the improvement of the water and sewerage system in and of the Borough of Stone Harbor, in the County of Cape May, New Jersey, appropriating \$1,500,000 therefor and authorizing the issuance of \$1,500,000 bonds or notes of the Borough for financing such appropriation”, finally adopted on March 9, 2017 (#1492-17), bond anticipation notes of the Borough in a principal amount not exceeding \$1,351,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$3,310,000, and authorizing the issuance of \$3,310,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on April 18, 2017 (#1496-17), bond anticipation notes of the Borough in a principal amount not exceeding \$2,297,600 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 5.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$2,164,000, and authorizing the issuance of \$2,164,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on April 17, 2018 (#1518-18), bond anticipation notes of the Borough in a principal amount not exceeding \$1,456,050 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.



Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$5,395,980, and authorizing the issuance of \$4,841,181 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on May 7, 2019 (#1546-19), bond anticipation notes of the Borough in a principal amount not exceeding \$3,480,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 6.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$4,753,175, and authorizing the issuance of \$4,753,175 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on May 7, 2019 (#1547-19), bond anticipation notes of the Borough in a principal amount not exceeding \$4,097,450 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$10,267,000, and authorizing the issuance of \$9,753,650 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on May 5, 2020 (#1566-20), bond anticipation notes of the Borough in a principal amount not exceeding \$4,950,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 7.** Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$4,356,000, and authorizing the issuance of \$4,356,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on May 5, 2020 (#1567-20), bond anticipation notes of the Borough in a principal amount not exceeding \$1,200,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$6,691,000, and authorizing the issuance of \$6,691,000 bonds or notes of the Borough, for various water and sewerage system improvements or purposes authorized to be undertaken by the Borough of Stone Harbor, in the County of Cape May, New Jersey”, finally adopted on July 20, 2021 (#1590-21), bond anticipation notes of the Borough in a principal amount not exceeding \$3,500,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

**Section 8.** All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief



financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough’s faith and credit are hereby pledged to the punctual payment of the principal of and interest on the notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

**Section 9.** The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of the notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to the notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to the notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to the notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on the notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

**Section 10.** This resolution shall take effect immediately.

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 .....2022

.....  
Borough Clerk

The above resolution approved this .....day of .....2022

.....  
Mayor

**BOROUGH OF STONE HARBOR**

Cape May County, New Jersey

**RESOLUTION**

**Resolution Authorizing a Shared Services Agreement  
with The Cape May County Municipal Utilities Authority  
for Solid Waste Disposal and Recycling Services**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has designed, financed, acquired, constructed, expanded, and currently operates a solid waste management system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

**WHEREAS**, the Borough of Stone Harbor has utilized and desires to continue to utilize the services of the CMCMUA's System; and,

**WHEREAS**, there presently exists a contract between the Borough of Stone Harbor and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") which will expire on December 31, 2022; and,

**WHEREAS**, the Borough of Stone Harbor and the Authority desire to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2023; and,

**WHEREAS**, the Authority has offered the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" to the Borough of Stone Harbor in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's System from January 1, 2023 through December 31, 2023; and,

**WHEREAS**, the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both Solid Waste disposal and certain recycling services through December 31, 2023; and,

**WHEREAS**, N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act, authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borough of Stone Harbor, County of Cape May, and State of New Jersey, that the Borough of Stone Harbor shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2023, in the form to be maintained on file in the office of the Borough of Stone Harbor Clerk, and that the appropriate Borough of Stone Harbor officials are hereby authorized and directed to execute said Agreement.

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

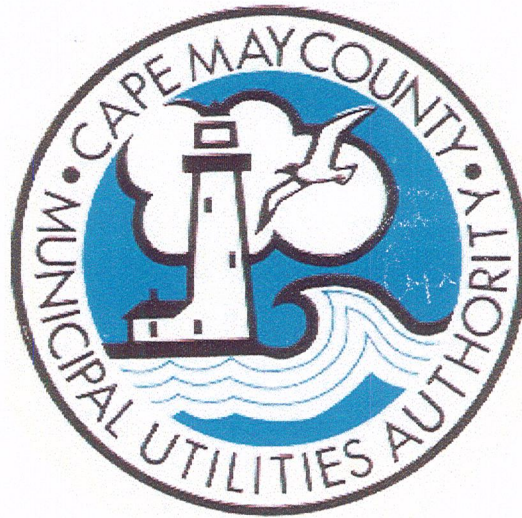
The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the 20<sup>th</sup> day of September 2022

.....  
Borough Clerk

The above resolution approved this 20<sup>th</sup> day of September 2022

.....  
Mayor

**SHARED SERVICES  
AGREEMENT FOR  
SOLID WASTE DISPOSAL AND RECYCLING  
SERVICES**



**Between**

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

**and**

**BOROUGH OF STONE HARBOR**

**Effective**

**January 1, 2023**

**SHARED SERVICES AGREEMENT**  
**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**  
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**SHARED SERVICES AGREEMENT**  
**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

This Agreement, is made and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the BOROUGH OF STONE HARBOR hereinafter called ("Municipality").

**WITNESSETH:**

**WHEREAS**, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

**WHEREAS**, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

**WHEREAS**, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2023; and

**WHEREAS**, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

**NOW, THEREFORE**, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

## **Article I. Definitions**

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

"Single Stream Recyclable Material" shall consist of all Single Stream Recyclable Material as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “A”.

“Solid Waste” shall consist of “Type 10 - Municipal Solid Waste”, “Type 13 – Bulky Waste”, “Type 23 – Vegetative Waste”, “Type 25 - Animal and Food Processing Waste”, and “Type 27 – Dry Industrial Waste (non-hazardous)” as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

“Source Separated Recyclable Material” shall consist of all source separated materials as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “B”.

## **Article II. Commencement and Term**

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2023 and shall remain in effect through December 31, 2023.

## **Article III. Municipality Responsibilities**

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the “*Cape May County Solid Waste Management Plan*”, as amended, (hereinafter the “Plan”) and the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, (hereinafter the “Terms and Conditions”), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

#### **Article IV. CMCMUA Responsibilities**

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

#### **Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material**

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

**Article VI. Solid Waste Disposal Rates<sup>46,47,48, 49</sup>**

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the “*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*” (“User Fees”) as amended by the CMCMUA from time to time. For Calendar Year 2023, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2022. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated

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<sup>46</sup> The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

<sup>47</sup> Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

<sup>48</sup> Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

<sup>49</sup> Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.



within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose <sup>50</sup>.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

## **Article VII. Single Stream Recyclable Material Disposal Rates**

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the

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<sup>50</sup> The CMCMUA will utilize all such supplemental funding which it receives, **if any**, for the purpose of debt reduction over a multi-year period to ensure rate stability.

Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

**Article VIII. Billing and Payments**

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

**Article IX. Single Stream Recyclable Material Reports**

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

**Article X. Technical and Educational Assistance**

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

**Article XI. Ordinances**

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

**Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation**

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as

applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, [www.cmcmua.com](http://www.cmcmua.com). CMCMUA Solid Waste Facilities shall be closed on Sundays.

### **Article XIII. Licensing of Transporters**

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

### **Article XIV. Monitoring of Solid Waste Disposal Activities**

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

**Article XV. Failure of the Municipality to Perform**

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

**Article XVI. Failure of the CMCMUA to Perform**

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

**Article XVII. Disputes**

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually



resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

**Article XVIII. Force Majeure**

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

**Article XIX. Excusable Termination of Agreement**

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

**Article XX. Penalty**

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

**Article XXI. Governing Law**

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

**Article XXII. Severability**

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

**Article XXIII. Successors and Assigns**

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

**Article XXIV. Notices**

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

**In the Case of the CMCMUA:**

Executive Director  
Cape May County Municipal Utilities Authority  
1523 Route 9 North  
Cape May Court House, New Jersey 08210; and

**In the case of the Municipality addressed to:**

Mayor Judith Davies-Dunhour  
BOROUGH OF STONE HARBOR  
95th & Second Avenue  
Stone Harbor, NJ 08247

**Article XXV. Successor Agreement**

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2023, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

**Article XXVI. Entire Agreement**

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

**Article XXVII. Favored Municipality Status**

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

\_\_\_\_\_  
**CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
**ASST. CORP. SECRETARY**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BOROUGH OF STONE HARBOR**

**ATTEST:**

\_\_\_\_\_  
**MUNICIPAL CLERK**

\_\_\_\_\_  
**DATE**

## **EXHIBIT "A"**

### **TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

#### **CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM**

<b><u>Single Stream Recyclable Material</u></b>	<b><u>Disposition</u></b>
<ul style="list-style-type: none"><li>◦ <b><u>Paper Products</u></b> - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.</li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Glass Food &amp; Beverage Containers</u></b> – Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.</li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Metal Food &amp; Beverage Cans</u></b> – Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.</li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Plastic Bottles, Jars, Jugs, and Containers</u></b> - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.</li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. <sup>1</sup>

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

**EXHIBIT "B"**

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

**CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM**

<b>Source Separated Recyclable Material</b>	<b>Disposition</b>
<ul style="list-style-type: none"><li>◦ <b><u>Computers and Consumer Electronics</u></b> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. <sup>1</sup> Some municipalities provide curbside collection or a container at their drop off depot.
<ul style="list-style-type: none"><li>◦ <b><u>"White Goods" not containing "CFC"</u></b> – Bulky household metals including washers, dryers, ovens, and water heaters.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>"White Goods" containing "CFC"</u></b> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>All ferrous and non-ferrous scrap</u></b> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Leaves</u></b></li></ul>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Grass Clippings and Christmas Trees</u></b></li></ul>	Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31 <sup>st</sup> . <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Wood Pallets</u></b></li></ul>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Film Plastic</u></b> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Street Sweepings</u></b></li></ul>	Delivered to the Sanitary Landfill Complex at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Catch Basin Clean Out (dewatered)</u></b></li></ul>	Delivered to the Sanitary Landfill Complex at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Household Hazardous Waste Collection Days</u></b></li></ul>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

**EXHIBIT "B"**

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING  
SERVICES**

**CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM**

<b><u>Source Separated Recyclable Material</u></b>	<b><u>Disposition</u></b>
◦ <b><u>Litter Abatement Program</u></b>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
◦ <b><u>Abandoned Buildings</u></b>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
◦ <b><u>Lead Acid Batteries</u></b> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
◦ <b><u>Antifreeze</u></b> – which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.



**BOROUGH OF STONE HARBOR**

Cape May County, New Jersey

**RESOLUTION**

**Authorizing the Mayor to Sign the Right-of-Entry for Temporary Work Area Associated with the Borough of Stone Harbor Beach Renourishment Project**

**WHEREAS**, the Borough of Stone Harbor is the owner of a certain tract of land and holds the requisite interest to grant a Right-of Entry and allow for a Temporary Work Area Easement; and

**WHEREAS**, the Borough of Stone Harbor recognizes that the beach at Stone Harbor is subject to constant erosion and degradation, thereby destroying a valuable natural resource; and

**WHEREAS**, the Borough of Stone Harbor desires to participate with the State of New Jersey and the Unites States Army Corp of Engineers to construct and maintain the Townsends Inlet to Cape May Inlet Hurricane and Storm Damage Reduction Project; and

**WHEREAS**, in order to accomplish part of the Project, the State of New Jersey needs a Temporary Work Area Easement; and

**WHEREAS**, the Borough of Stone Harbor desires to cooperate in allowing this project to take place on a portion of said property for a period beginning October 28, 2022 and continuing until December 31, 2023; 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 on this 20<sup>th</sup> day of September, 2022 that the Mayor, Judith M. Davies-Dunhour, is hereby authorized to sign the attached Agreement authorizing a Temporary Work Area Easement to the State of New Jersey.

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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 20<sup>th</sup> day of September 2022

.....  
Borough Clerk

The above resolution approved this 20<sup>th</sup> day of September 2022

.....  
Mayor

**BOROUGH OF STONE HARBOR**  
Cape May County, New Jersey

**Proclamation**  
**Knock Out Opioid Abuse Day**  
**October 6, 2022**

**WHEREAS**, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

**WHEREAS**, the Partnership for a Drug-Free New Jersey has designated October 6, 2022, as “**Knock Out Opioid Abuse Day**” – an initiative with three purposes:

- To raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our state,
- To reduce the stigma of addiction and shine a light on the need for recovery support, and
- To communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

**WHEREAS**, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as “**Knock Out Opioid Abuse Day**” in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

**WHEREAS**, the Borough supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction;

**THEREFORE BE IT PROCLAIMED**, that October 6, 2022, be recognized as “**Knock Out Opioid Abuse Day**” in the Borough of Stone Harbor, Cape May County, New Jersey.

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

Signed \_\_\_\_\_ Councilmember Reese Moore

Signed \_\_\_\_\_ Councilmember Bunny Parzych

Signed \_\_\_\_\_ Councilmember Robin Casper

Signed \_\_\_\_\_ Councilmember Jennifer Gensemer

Signed \_\_\_\_\_ Councilmember Frank Dallahan

Signed \_\_\_\_\_ Councilmember Charles Krafczek

The above proclamation was presented by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the 20th day of September 2022

.....  
Borough Clerk

**BOROUGH OF STONE HARBOR**

Cape May County, New Jersey

**RESOLUTION**

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

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

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

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

*1. Personnel Matters*

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Stone Harbor, assembled in public session on September 20, 2022 that an Executive Session closed to the public shall be held on September 20, 2022 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

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

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

Offered by:

Seconded by:

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the 20th day of September 2022

.....  
Borough Clerk

The above resolution approved this 20<sup>th</sup> day of September 2022

.....  
Mayor