

Borough of Stone Harbor
REGULAR MEETING AGENDA
Tuesday May 7, 2024
Borough Hall, 9508 Second Avenue, Stone Harbor

Call to Order: Immediately Following Work Session

Roll Call: Councilmember Dallahan, Councilmember Foschini, Councilmember Parzych, Councilmember Casper, Councilmember Gensemer, Councilmember Carney

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 to the Press and the Cape May County Herald on January 4, 2024.

Salute the Flag

Communications:

Public Comment

DOCK PERMIT HEARING:

- Channel Marine Construction Inc., 9930 Corinthian Drive

Mayoral Proclamation- Mental Health Awareness Month

OLD BUSINESS

ORDINANCES FOR SECOND READING AND CONSIDERATION FOR ADOPTION

1665 An Ordinance Amending Ordinance 1629 and 1653 of the Borough of Stone Harbor Specifically Adding the Position and Authorizing the Salary Range of Chief Financial Officer

BUDGET

2024-S-87 Resolution of the Borough Council of the Borough of Stone Harbor Rescinding "2024-S-79 Resolution to Amend the 2024 Municipal Budget"
2024-S-88 Resolution of the Borough Council of the Borough of Stone Harbor Rescinding "2024-S-80 Resolution to Adopt the 2024 Municipal Budget"
2024-S-89 Resolution to Amend the 2024 Municipal Budget

NEW BUSINESS

CONSENT AGENDA

Minutes

- Work Session, Regular, and Closed Session Meeting Minutes dated March 19, 2024
- Work Session, Regular, and Closed Session Meeting Minutes dated April 2, 2024

Resolutions

2024-S-90	Resolution Authorizing the Release for Surety Maintenance Bonds
2024-S-91	Resolution Approving an Intra-County Mutual Aid and Assistance Agreement Between Cape May County and the Borough of Stone Harbor
2024-S-92	Resolution Approving Special Event Applications
2024-S-93	Resolution to Award a Contract for the Beach Shed Concession
2024-S-94	Resolution Authorizing a Shared Services Agreement for the Paving of Third Avenue Between the County of Cape May and the Borough of Stone Harbor
2024-S-95	Resolution Authorizing the Creation of a Fair Housing Special Committee
2024-S-96	Resolution Approving Public Access Improvement- 10511 and 10521 Sunset Drive, Block 202, Lots 81.01 and 81.02
2024-S-97	Resolution Authorizing a Contract with Peter Webster, Human Resources Consultant for Extraordinary Unspecifiable Services

REGULAR AGENDA

Motion- To advertise an RFP for an IT Consultant

Motion- To approve the Bill List & authorize the CFO to pay the bills when the funds are available, and the vouchers are properly endorsed.

- 2024-S-98** 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
- Matters Relating to the Employment Relationship
 - Matters Relating to Litigation
 - Matters Required by Law to be Confidential

Discussion:

Public Comment

Adjournment

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY**

**RESOLUTION
2024-S-87**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF STONE
HARBOR RESCINDING “RESOLUTION 2024-S-79 TO AMEND THE 2024
MUNICIPAL BUDGET”**

WHEREAS, on April 16, 2024, the Borough Council of the Borough of Stone Harbor did amend the introduced budget for the year 2024 in accordance with N.J.S.A. 40A:4-9; and

WHEREAS, the Borough Council of the Borough of Stone Harbor desires to rescind Resolution 2024-S-79 which authorized the introduction and approval of the 2024 municipal budget.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, in the County of Cape May in the State of New Jersey that Resolution 2024-S-79 authorizing the amendment of the of the introduced 2024 municipal budget, is hereby rescinded.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7th, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY**

**RESOLUTION
2024-S-88**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF STONE
HARBOR RESCINDING “RESOLUTION 2024-S-80 TO ADOPT THE 2024
MUNICIPAL BUDGET”**

WHEREAS, on April 16, 2024, the Borough Council of the Borough of Stone Harbor did adopt the municipal budget for the year 2024 in accordance with N.J.S.A. 40A:4-10; and

WHEREAS, the Borough Council of the Borough of Stone Harbor desires to rescind Resolution 2024-S-80 which authorized the adoption of the 2024 municipal budget.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, in the County of Cape May in the State of New Jersey that Resolution 2024-S-80 authorizing the adoption of the 2024 municipal budget is hereby rescinded.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7th, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

RESOLUTION 2024 - XXX TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2024 was approved on the 19th day of March, 2024 and
WHEREAS, the public hearing on said budget has been held as advertised, and
WHEREAS, it is desired to amend said approved budget, now
THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, County of Cape Ma; that the following amendments to the approved budget of 2024 be made

<u>Recorded Vote</u>	(((
	((Abstained(
	Ayes(Nays((
	(((
	(((
	((Absent(
	(((

CURRENT FUND:

		<u>From</u>	<u>To</u>
ANTICIPATED REVENUES:			
3.			
Section A: Local Revenues			
Beach Fees	\$	1,075,000.00	\$ 885,000.00
Total Section A: Local Revenues		<u>2,532,813.37</u>	<u>2,342,813.37</u>
Section E: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services - Additional Revenues Offset with Appropriations (NJSA 40A:4-45.3h) Lifeguards (Prior Year Beach Fee Rate Increase)		0.00	190,000.00
Total Section E: Special Items of Revenue		<u>0.00</u>	<u>190,000.00</u>
Section F: Public & Private Revenues Offset with Appropriations			
ARP - Firefighter Grant		0.00	37,000.00
JIF Safety Grant		4,000.00	0.00
Flood Mitigation Assistance Grant		0.00	157,500.00
Recycling Tonnage Grant		69,299.91	60,299.91
JIF Wellness Grant		1,000.00	0.00
Police Body Armor Grant		2,733.80	184.88
Total Section F: Public & Private Revenues Offset with Appropriations		<u>474,933.71</u>	<u>652,884.79</u>
Total Miscellaneous Revenues		<u>3,806,021.77</u>	<u>3,983,972.85</u>
5. Subtotal General Revenues (Items 1, 2, 3 and 4)		<u>6,441,455.71</u>	<u>6,619,406.79</u>
7. Total General Revenues	\$	<u>22,247,455.71</u>	\$ <u>22,425,406.79</u>

APPROPRIATIONS:

Total General Appropriations for Municipal Purposes within "CAPS"			
A) Operations - excluded from "CAPS"			
Public & Private Programs Offset with Revenues			
ARP - Firefighter Grant		0.00	37,000.00
JIF Safety Grant		4,000.00	0.00
Flood Mitigation Assistance Grant		0.00	157,500.00
Recycling Tonnage Grant		69,299.91	60,299.91
JIF Wellness Grant		1,000.00	0.00
Police Body Armor Grant		2,733.80	184.88
Total Public & Private Programs Offset with Revenues		<u>474,933.71</u>	<u>652,884.79</u>
I) Subtotal General Appropriations (Items (H-1) and (O))		<u>21,712,455.71</u>	<u>21,890,406.79</u>
9. Total General Appropriations	\$	<u>22,247,455.71</u>	\$ <u>22,425,406.79</u>

CAPITAL BUDGET

Water & Sewer Utility			
SCADA Installation	\$	0.00	\$ 100,000.00
Ongoing Water & Sewer Main Replacement Project		0.00	5,000,000.00
Lead Service Whips/Line Replacements		0.00	200,000.00
Water & Sewer Main Replacement		0.00	7,500,000.00
Capital Budget Total		<u>31,238,714.00</u>	<u>44,038,714.00</u>

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for certification of the local municipal budget so amended.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing body on the 7th day of May, 2024

 Emily Dillon, Borough Clerk

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-90

RESOLUTION AUTHORIZING THE RELEASE FOR SURETY MAINTENANCE BONDS

WHEREAS, the Borough of Stone Harbor requires certain performance and maintenance sureties to be posted prior to any permit being issued for any work in a public street; and

WHEREAS, the following Contractors and/or property owners have submitted Surety Maintenance Bonds which have been placed in escrow; and

WHEREAS, the Construction Office, in coordination with Borough Engineer’s authorization, is requesting the release of balances indicated below; and

WHEREAS, Mayor and Council hereby instruct the Chief Financial Officer to take any and all steps necessary to effectuate such refunds and make the proper adjustments to the financial records of the Borough.

- 1. 222 87th Street – 86.03 Lot 85.02 **Amount \$136.00**
David Kolb, 348 96th Street Stone Harbor, NJ 08247

- 2. 11910 Second Avenue – Block 119.02 Lot 105 **Amount \$500.00**
DiPalantino Contractors, 114 Stagecoach Road, Cape May Courthouse, NJ 08210

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Stone Harbor, in the County of Cape May, in the State of New Jersey authorize the refunds presented above.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

**BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY**

RESOLUTION

2024-S-91

**RESOLUTION APPROVING AN INTRA-COUNTY MUTUAL AID AND ASSISTANCE
AGREEMENT BETWEEN CAPE MAY COUNTY AND THE BOROUGH OF STONE
HARBOR**

THIS AGREEMENT is made by and between Cape May County and Municipalities, all of which are political subdivisions and/or municipal corporations of the State of New Jersey, situate in the County of Cape May, individually and on behalf of their departments, including but not limited to law enforcement, Public Works, Community Emergency Response Teams (CERT), Medical Reserve Corps (MRC), Construction Officials, Emergency Medical Services (“EMS”), fire departments, volunteer fire companies and/or EMS organizations or Fire Districts. For purposes of this Agreement, a Requesting Entity is a party that requests assistance pursuant to the Agreement. A Providing Entity is a party that provides response assistance or resource support pursuant to the Agreement. Hereinafter referred to as the “Participating Entity”, “Requesting Entity” or “Responding Entity”.

WHEREAS, the President of the United States, in Homeland Security Presidential Directive 5 (“HSPD-5” or the “Presidential Directive”), directed the Secretary of the Department of Homeland Security (“DHS”) to develop and administer a National Incident Management System (“NIMS”), which would provide a consistent nationwide approach to Federal, State, local¹ and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, then-Acting Governor Richard J. Codey, in his Executive Order No. 50, dated August 5, 2005 (the “Executive Order”), implemented NIMS as the state standard for incident management and directed its use for all emergency incidents in the State of New Jersey; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act”, N.J.S.A.

¹ As defined in the Homeland Security Act of 2002, Section 2(10), the term “local government” includes:

- (A) a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments ... regional or interstate government entity, or agency or instrumentality of a local government.
- (B) an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and
- (C) a rural community, unincorporated town or village, or other public entity.

See 6 U.S.C. §101(10) (2006).

App. A:9-30 et seq. (the “Disaster Control Act”), provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency in the Governor, who shall have authority over the resources of each and every political subdivision of the State to cope with any condition that shall arise out of such emergency; and

WHEREAS, in addition to the Disaster Control Act, the “Fire Service Resource Emergency Deployment Act,” N.J.S.A. 52:14E-11 et seq. (the “Fire Service Act”) establishing a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A-1.1 et seq. (the “Fire Service Regulations”), and N.J.A.C. 5:75A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provided services to, or otherwise affiliated with the Participating Entities and possessing special skills, qualifications, training, knowledge, and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is not limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, or other public health officials, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency; and

WHEREAS, the Participating Entity recognize the benefits of entering into the Agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe or other extraordinary devastation, civil unrest, major emergency, major criminal acts, acts of terrorism, and/or natural and man-made disasters or catastrophes which threaten or affect life, property and environment (the “Emergency Situations”) and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Participating Entity respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon request as provided for herein, the Participating Entities shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance to an emergency scene under the control and /or jurisdiction of another Participating Entity, this may include pre-established immediate response or other response. (i.e. Providing

sheltering of a Requesting Entity's population by one or more Participating Entities). Emergencies covered by this Agreement may include requests for assistance to incidents including but not limited to fires, civil unrest, major criminal or emergency events, natural and human-caused disasters or a catastrophe affecting the environment.

- b. Rendering of aid and assistance by one or more Participating Entity to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise unable to address the emergency service needs in its jurisdiction.
- c. Participating in training exercises with other Participating Entities, where the purpose of such training and exercises is to coordinate and prepare for fire, civil unrest, major emergency natural disaster, environmental disaster, and/or other emergency situations that are a threat to life or property.

2. **Requests for Mutual Aid and Assistance.** Under this Agreement, county and local government entities in need of resources and assistance are Requesting Entities and all county and local government entities that are able to provide resources and assistance are Providing Entities. All requests for mutual aid and assistance shall be in accordance with all procedures in effect at the time of the request. The Requesting Entity shall immediately summon the Providing Entities to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.

- a. Each Participating Entity shall develop (as part of their SOP) a Mutual Aid Plan to include mutual aid assistance to the levels deemed acceptable when measured against potential risks.
- b. All Local Fire Mutual Aid Plans shall follow the Fire Regulations.

3. **Reimbursement of Expenses.**

- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.* and the implementing regulations of 44 C.F.R. §204.01 *et seq.*, in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure

involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.

- c. This Agreement does not supersede any agreement either formal or informal between jurisdictions (i.e., state or federal governments) or between Responding Entity (e.g., fire departments of different municipalities).
 - d. Participating Entity when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.S.A. 58:10-23.11a et seq.) and the regulations promulgated pursuant there to (N.J.A.C. 7:1E -5.1 et seq.).
 - e. This Agreement recognizes the provisions as required by the Disaster Control Act and specifically the Emergency Medical Services Act, N.J.S.A. 26:2K-60.
 - f. Any expenses recoverable from third parties by the Requesting Unit shall be equitably distributed among Participating Entity. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under existing statutes.
4. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection or other vital or necessary services.
 5. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
 6. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
 7. **Provisions Specific to Law Enforcement Training.** Any law enforcement

Participating Unit may, but shall not be required to, pay for training for another law enforcement Participating Unit's personnel out of available or appropriate funds when, in the determination of the Participating Unit, such individual training enhances the ability of other Participating Entity to perform Mutual Aid and Assistance duties under this Agreement.

8. **Liability Insurance; Indemnification.**
 - a. The Participating Units represent that each is insured for liability purposes and agree to remain insured for so long as this Agreement remains in effect. The parties agree to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.
 - b. To the fullest extent permitted by law, and at each party's sole cost and expense, the County and The Municipality hereby mutually agree to defend and indemnify the other party and to hold it harmless from and against any and all damages, claims, losses, suits and/or liabilities of any sort (including reasonable attorney's fees and litigation costs) arising out of or alleging to arise out of its responsibilities with this Agreement as set forth herein.

9. **Term; Withdrawal.** This Agreement shall commence as of the effective date of the Resolution adopted by the Cape May County Board of County Commissioners and continue for a period of five (5) years or until terminated or rescinded by all Participating Units. Any Participating Entity may withdrawal from this Agreement by providing all other Participating Entities and the Cape May County OEM within sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Entity, this Agreement will continue in full force and effect for all remaining Participating Entity.

10. **Legal Authority.** This Agreement shall be governed by the laws of the State of New Jersey. This Agreement is expressly made in accordance with N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1. Moreover, all Law Enforcement Operations conducted by the County Prosecutor and his officers and agents are deemed subject to the provisions of Wright v. State, 169 N.J. 442 (2001).

11. **Entire Agreement.** This Agreement constitutes the entire understanding between the Participating Entity. This Agreement supersedes all communications, representations, or prior agreements, oral or written, between Participating Entity with respect to the subject matter hereof.

12. **Severability.** The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.
13. **Amendments.** This Agreement may only be amended by written consent of all the parties hereto. The undersigned Participating Entity hereby have adopted and subscribed to and approve this Mutual Aid and Assistance Agreement to which this signature page will be attached and agree to be party thereto and be bound by the terms thereof.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7th, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

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

ATTEST:

Borough Clerk
Date _____

MAYOR
Date _____

APPROVED AS TO FORM:

Solicitor

APPROVED:

Resolution No. _____ adopted _____

ATTEST:

COUNTY OF CAPE MAY

Donna Doyle
Deputy Clerk of the Board

Leonard Desiderio
Commissioner Director

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esquire
County Counsel

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-92

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, pursuant to Chapter 275 of the Revised General Ordinances of 1982 of the Borough of Stone Harbor, Section 275.2, a permit is required to conduct any special event within the Borough; and

WHEREAS, the below event holders have submitted the necessary documentation and paid the required fees; and

Special Event Applications for Approval:

- Garden Club of Stone Harbor Community Yard Sale, May 18, 2024 (rain date May 19th)
- The Wetlands Institute Summer Celebration, July 27, 2024
- Stone Harbor Chamber of Commerce Turtle Trot, May 26, 2024
- Stone Harbor Men's Softball League
- Middle Township Highschool Senior Picnic

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 2nd day of April, 2024 that Borough Council approve the above special events.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies- Dunhour, Mayor

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-93

RESOLUTION AWARDING A CONTRACT FOR THE HOTEL BEACH SHED 2024

WHEREAS, one (1) bid was received by the Stone Harbor Municipal Clerk on May 1, 2024 on the Borough's request for proposals for the aforementioned project in accordance with the specifications prepared by the Borough of Stone Harbor, which specifications are hereby incorporated herein and made a part hereof by reference, all in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, The Reeds at Shelter Haven, 9601 Third Avenue, Stone Harbor, N.J. 08247 submitted a bid for the 96th Street Location and conforming bid in the amount of \$ 16,000 for the year 2024.

WHEREAS, the Borough Administrator has recommended that a Lease be awarded to The Reeds at Shelter Haven and the bid has been found to be responsible and in conformity by the CFO and the Borough Solicitor; and

WHEREAS, this Resolution, the incorporated proposal and the Lease shall constitute a contract and that the Mayor and Clerk be and are hereby authorized and directed to execute said Lease on behalf of the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 7th day of May, 2024 as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That a Lease for the aforementioned project be and the same is hereby awarded to The Reeds at Shelter Haven, 9601 Third Avenue, Stone Harbor, N.J. in the amount of \$ 16,000 for year 2024.
3. That the Mayor and Clerk are hereby authorized and directed to execute the attached Lease for same in accordance with the bid submitted and incorporated herein as stated above.
4. That the Borough Administrator is hereby directed and authorized to issue an appropriate Notice of Award and Notice to Proceed.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-94

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR THE
PAVING OF THIRD AVENUE BETWEEN THE COUNTY OF CAPE MAY AND THE
BOROUGH OF STONE HARBOR**

THIS AGREEMENT is made on this _____ day of April, 2024, by and between the COUNTY OF CAPE MAY, a body corporate and politic, located in the State of New Jersey with its administrative offices located at 4 Moore Road, Cape May Court House, New Jersey, 08210 (hereinafter "County"), and the BOROUGH OF STONE HARBOR, a body corporate and politic, located in the County of Cape May, State of New Jersey, with its administrative offices located at 9508 Second Avenue, Stone Harbor, New Jersey, 08247 (hereinafter "Borough"). The County and Borough are referred to singularly as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Borough recently completed Phase 1 of its sanitary sewer and water utility upgrades to Third Avenue (County Road 619) from 93rd Street to 80th Street with the understanding that the County would be completing its resurfacing project to Third Avenue in advance of the summer season; and

WHEREAS, the County's resurfacing project will not commence until 2025 and the Parties agree that temporary milling and paving of the lanes is needed until the resurfacing project commences; and

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

WHEREAS, the County and Borough recognize the strong public policy favoring the sharing of services between and among governmental entities as such policy is expressed through the Act and its progeny; and

WHEREAS, in an effort to improve efficiencies and share resources and services, and in furtherance of the principles underlying the Act, the County and Borough have negotiated an Agreement, the terms and conditions of which are set forth below; and

NOW THEREFORE, with adequate, good and valuable consideration as set forth herein and with the Parties understanding and intending to be bound hereby they hereby agree as follows:

1. Preamble. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth here in verbatim.
2. Scope. The County will complete a One and One-Half Inch (1 ½”) milling and paving of the two Eleven Feet (11ft) wide travel lanes on Third Avenue from 93rd Street to 80th Street.
3. Cost. The County received the following price from South State, Inc for the work:

Description	Qty	Units	Unit Cost	Total
Mobilization	1	LS	\$5,000.00	\$5,000.00
Traffic Control	1	LS	\$2,500.00	\$2,500.00
HMA Milling	8,800	SY	\$4.00	\$35,200.00
HMA Surface Course	8,800	SY	\$10.00	\$88,000.00
Temporary Striping	7,000	LF	\$0.50	\$3,500.00
			Total	\$134,200.00

The County and Borough shall apportion the cost 45% and 55%, respectively, with the County being responsible for payment of \$55,400.00 and the Borough for \$78,760.00. The Borough shall reimburse the County accordingly, within thirty (30) days of receipt of the invoice for same.

4. Administration. The County will be responsible for inspecting and coordinating the work to be performed.
5. Insurance. Each Party agrees that it will name the other Party as additional insureds on any insurance policies it separately maintains. Each Party shall provide the others with certificates of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement.
6. Indemnification. To the fullest extent allowed by law, the Parties agree to save, defend, indemnify and hold the other harmless for all claims, losses, expenses and damages, including but not limited to court costs and reasonable attorney fees, which may be asserted against the other arising out of its negligence arising from the responsibilities set forth in this Agreement.
7. Notice. Notices hereunder shall be given to the Parties set forth below and shall be

made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If intended for the County, notices should be concurrently provided by one of the foregoing modes of service to the County of Cape May to:

Administrator/Clerk of the Board
County of Cape May
4 Moore Road, DN 101
Cape May Court House, New Jersey 08210

County Engineer
County of Cape May
4 Moore Road, DN 107
Cape May Court House, New Jersey 08210

If intended for the Borough, notices should be concurrently provided by one of the foregoing modes of service to the Borough to:

Borough Administrator
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, New Jersey, 08247

Borough Clerk
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, New Jersey, 08247

8. Entire Agreement. This Agreement represents the entire Agreement between the Parties and may not be changed orally, and may only be modified or amended by a written statement signed by all Parties.

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

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

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

BOROUGH OF STONE HARBOR

Emily Dillon
Borough Clerk

Judith M. Davies-Dunhour
Mayor

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board

Leonard C. Desiderio
Commissioner Director

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esq.

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-95

**RESOLUTION AUTHORIZING THE CREATION OF A
FAIR HOUSING SPECIAL COMMITTEE**

WHEREAS, the Borough of Stone Harbor in Municipal Code Section 10-29 provides for the creation of Special Committees for Special Purposes; and

WHEREAS, the Borough of Stone Harbor desires to investigate the Fair Housing Act signed into law by Governor Murphy on March 20, 2024 to determine its impacts and comply with the deadlines imposed within the Law; and

WHEREAS, the Borough of Stone Harbor desires to be compliant with the proposed Round 4 compliance schedule which begins in July, 2025; and

WHEREAS, it has been determined that the Committee shall comprise of the following individuals:

1. First Councilmember
2. Second Councilmember
3. A Planning Board Member to be determined at their May Meeting
4. Anthony Bocchi, Esq – Borough Solicitor
5. Nancy Holm, Esq – Fair Housing Solicitor
6. Paul Kates, P.E. – Fair Housing Planner
7. Manuel Parada, P.E. – Borough Administrator

WHEREAS, the defined purpose of the Special Committee shall include the continuation of compliance to the current and proposed fair housing requirements imposed by the State; and

WHEREAS, the Special Committee shall meet regularly, at least quarterly from inception to the end of 2024, after which the Council in 2025 may extend or renew the term of this Committee; and

WHEREAS, the Borough desires a Quarterly presentation of the status work to be provided during a Work Session to be determined by Council;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 7th day of May 2024, as follows:

1. That the provisions of the above preamble of this Resolution are hereby incorporated herein, by this reference, as if set forth at length.
2. That the Borough Council, the governing body of the Borough of Stone Harbor, hereby authorizes the creation of the Special Committee on Fair Housing as described herein effective immediately through December 31, 2024.
3. That the Mayor and Municipal Clerk are hereby authorized and directed to sign said Resolution;
4. That all appropriate municipal officials and employees are hereby empowered to undertake the necessary actions to further the execution of said Committee and deliverables.
5. That notice of this Resolution shall be published according to law.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7th, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Councilmember Dallahan							
Councilmember Foschini							
Councilmember Parzych							
Councilmember Casper							
Councilmember Gensemer							
Councilmember Carney							

Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

2024-S-98

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 to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or state statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- (5) Matters Relating to the Purchase, Leas or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or

acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ (6) Matters Relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

 X (7) Matters Relating to Litigation, Negotiations and the Attorney- Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

 X (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance or promotion or discipling of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, assembled in public session on May 7, 2024, that an executive session closed to the public shall be held on this date for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Borough Council that the public interest will no longer be served by such confidentiality.

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey at the Regular Meeting held on May 7, 2024, with the voting record as indicated below.

	<u>MOTION</u>	<u>SECOND</u>	<u>AYE</u>	<u>NAY</u>	<u>RECUSE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Emily Dillon, Borough Clerk

Judith Davies-Dunhour, Mayor