

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

AGENDA Regular Meeting
Tuesday October 18, 2011 4:30 pm

OLD BUSINESS:

- A. ORDINANCE 1390 Bond Improvement of Water & Sewer (General Capital) 2nd 3rd and final (1)
- B. ORDINANCE 1391 Bond Improvement of Water & Sewer (Water & Sewer Utility) 2nd 3rd and final (2)
- C. ORDINANCE 1392 (Exempt persons in active military service from buying beach tags 2nd 3rd and final (3)

NEW BUSINESS:

- D. ORDINANCE -- Easement -- Geo Thermal Field INTRO (4)
- E. Resolution -- Mayor to sign Addendum No 1 to the County Library Lease (5)
- F. Resolution -- Mayor to sign Easement Agreement Library (6)
- G. Resolution -- Shared Services Agreement, Borough and County, Sanitary Sewer & Potable Water System Connection and Improvements for the Stone Harbor Branch of Cape May County Library (7)
- H. Resolution - Change Order #1 NJEIT Program -- Asphalt Paving, replace existing sanitary sewer and water main on 95th Street from First Avenue to bulkhead to accommodate Proposed Stone Harbor Library (8)
- I. Resolution -- Creating Interlocal Agreement Middle Township, Court Room Video Conference Equipment (9)
- J. Resolution -- Refund Overpaid Construction Fees (10)
- K. Resolution -- Granting Hardship Condition -- Street Opening 8701 Sunset Drive (11)
- L. Motion -- Special Event Ace Hardware (12)
- M. Motion - Out to bid -- Sewer Vacuum Truck (13)

DISCUSSION

PRELIMINARY CAPITAL BUDGET (14)

RESOLUTION -- Executive Session -- Personnel (15)

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY

9/8/11

ORDINANCE # 1390

(1)

BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE WATER AND SEWERAGE SYSTEM IN AND BY THE BOROUGH OF STONE HARBOR, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$2,600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,600,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION (GENERAL CAPITAL).

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

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$2,600,000, said sum being inclusive of all appropriations heretofore made therefor except for an appropriation in the amount of \$2,145,000 made for said improvement by a water and sewer utility bond ordinance of the Borough adopted simultaneously herewith (the "Other Bond Ordinance").

Section 2. For the financing of said improvement or purpose and to meet the said \$2,600,000 appropriation, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$2,600,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$2,600,000 are

hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the water and sewerage system in and of the Borough, including the installation of new water and sewer mains in and along First Avenue from 92nd Street to 98th Street, 97th Street from Shelter Haven to First Avenue, and the 93rd Street, 94th Street, 96th Street, 97th Street and 98th Street ends from First Avenue to the ocean side bulkheads, together with all roadway reconstruction, concrete curbs, gutters, structures, site work, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose pursuant to this bond ordinance is \$2,600,000, said amount being exclusive of the \$2,145,000 amount of bonds authorized to be issued for said purposes pursuant to the Other Bond Ordinance.

(c) The estimated cost of said purpose is \$4,745,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of \$2,145,000 appropriated for said purpose by the Other Bond Ordinance.

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

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or

make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

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

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,600,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$500,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

(e) This bond ordinance authorized obligations of the Borough solely for purposes described in paragraph (d) of section 40A:2-7 of said Local Bond Law; and said purposes are in the public interest and are for the health, welfare, convenience or betterment of the inhabitants of the Borough and the amounts to be expended for said purposes pursuant to this bond ordinance are not unreasonable or exorbitant and the issuance of the said obligations authorized by this bond ordinance will not materially impair the credit of the Borough or

substantially reduce its ability to pay punctually the principal of and interest on its debts and supply other essential public improvements and services, and the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey has heretofore made a determination to this effect and caused its consent to be endorsed upon a certified copy of this bond ordinance as passed upon first reading.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

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

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

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

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

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY

ORDINANCE 1391

9/8/11

ORDINANCE # 1391

(2)

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 \$2,145,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,145,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION (WATER AND SEWER UTILITY).

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

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Borough of Stone Harbor, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$2,145,000, said sum being inclusive of all appropriations heretofore made therefor except for an appropriation in the amount of \$2,600,000 made for said improvement by a general capital bond ordinance of the Borough adopted simultaneously herewith (the "Other Bond Ordinance").

Section 2. For the financing of said improvement or purpose and to meet the said \$2,145,000 appropriation, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$2,145,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$2,145,000 are

hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the water and sewerage system in and of the Borough, including the installation of new water and sewer mains in and along First Avenue from 92nd Street to 98th Street, 97th Street from Shelter Haven to First Avenue, and the 93rd Street, 94th Street, 96th Street, 97th Street and 98th Street ends from First Avenue to the ocean side bulkheads, together with all roadway reconstruction, concrete curbs, gutters, structures, site work, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose pursuant to this bond ordinance is \$2,145,000, said amount being exclusive of the \$2,600,000 of bonds authorized to be issued for said purposes pursuant to the Other Bond Ordinance.

(c) The estimated cost of said purpose is \$4,745,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of \$2,600,000 appropriated for said purpose by the Other Bond Ordinance.

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

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or

make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

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

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,145,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$500,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

(e) This bond ordinance authorized obligations of the Borough solely for purposes described in paragraph (d) of section 40A:2-7 of said Local Bond Law; and said purposes are in the public interest and are for the health, welfare, convenience or betterment of the inhabitants of the Borough and the amounts to be expended for said purposes pursuant to this bond ordinance are not unreasonable or exorbitant and the issuance of the said obligations authorized by this bond ordinance will not materially impair the credit of the Borough or

substantially reduce its ability to pay punctually the principal of and interest on its debts and supply other essential public improvements and services, and the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey has heretofore made a determination to this effect and caused its consent to be endorsed upon a certified copy of this bond ordinance as passed upon first reading.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

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

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

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

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

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY
ORDINANCE 1392

AN ORDINANCE AMENDING CHAPTER 156 THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF STONE HARBOR 2005 (Allowing for the exemption of Active Duty Military from beach badge fees)

WHEREAS, N.J.S.A. 40:61-22.20 authorizes municipalities bordering on the Atlantic Ocean, including the Borough of Stone Harbor, charge fees as a condition of access to their beaches; and

WHEREAS, Chapter 156 of the Code of Revised General Ordinances of the Borough of Stone Harbor, adopted pursuant to the authority granted by N.J.S.A. 40:61-22.20, establishes beach badge requirements for the Borough of Stone Harbor; and

WHEREAS, N.J.S.A. 40:61-22.20 was amended, effective June 17, 2011, to provide that a municipality may by ordinance provide that no fees, or reduced fees, shall be charged to:

"persons in active military service in any of the Armed Forces of the United States and to their spouse or dependent children over the age of 12 years; and persons who are active members of the New Jersey National Guard who have completed Initial Active Duty Training and to their spouse or dependent children over the age of 12 years. As used in this paragraph, "Initial Active Duty Training" means Basic Military Training, for members of the New Jersey Air National Guard, and Basic Combat Training and Advanced Individual Training, for members of the New Jersey Army National Guard"

WHEREAS, N.J.S.A. 40:61-22.20 was further amended, effective June 17, 2011, to provide that a municipality that provides for no fees, or reduced fees, as set forth above, shall track, in a manner deemed appropriate by the governing body of the municipality, the number of persons who qualify under the provisions of those paragraphs.

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

SECTION 1: Chapter 156 of the Code of Revised General Ordinances of the Borough of Stone Harbor is amended to provide as follows:

"156-3 BADGES REQUIRED

- (a) **PERSONS 12 OR OLDER:** No person of the age of 12 years or older shall bathe at or otherwise use the paid beaches without having first acquired and then having in his or her possession a proper and effective badge permitting him or her to use said beaches.
- (b) **PERSONS IN ACTIVE MILITARY SERVICE:** Though such persons are required to display a badge, no fees shall be charged to or collected from persons in active military service in any of the Armed Forces of the United States or to their spouse or dependent children over the age of 12 years
- (c) **PERSONS WHO ARE ACTIVE MEMBERS OF THE NEW JERSEY NATIONAL GUARD:** Though such persons are required to display a badge, no fees shall be charged to or collected from persons who are active members of the New Jersey National Guard who have completed Initial Active Duty Training and to their spouse or dependent children over the age of 12 years. As used in this paragraph, "Initial Active Duty Training" means Basic Military Training, for members of the New Jersey Air National Guard, and Basic Combat Training and Advanced Individual Training, for members of the New Jersey Army National Guard.

(d) RECORDS AND VERIFICATION: As required by law, the Beach Tag Supervisor shall maintain a list of all individuals to whom beach tags are issued pursuant to subsections (b) and (c) above, including the names of all individuals and their family members who qualify for the beach fee exemption. The Beach Tag Supervisor shall also establish procedures for verifying that individuals and their family members qualify for the beach fee exemption by presentation by those claiming the exemption of appropriate credentials demonstrating active duty status."

SECTION 2: SEVERABILITY: If any section, paragraph, subdivision, subsection, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, subsection, clause or provision declared invalid and the remainder of this Ordinance shall remain in full force and effect and shall be enforceable.

SECTION 3: EFFECTIVE DATE: This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

APPROVED:

Suzanne M. Waiters Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

AUTHORIZE MAYOR AND BOROUGH CLERK TO SIGN ADDENDUM NO. 1 TO THE LEASE BETWEEN THE CAPE MAY COUNTY LIBRARY COMMISSION AND THE BOROUGH OF STONE HARBOR

WHEREAS, the Borough of Stone Harbor entered into a Lease with the Cape May County Library Commission on November 30, 2007; and

WHEREAS, the Borough and the County wish to amend certain conditions of said Lease.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to sign Addendum No. 1 (attached hereto and made a part hereof) to the Lease between the Cape May County Library Commission and the Borough of Stone Harbor.

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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

ADDENDUM #1

The lease entered into by and between the Cape May County Library Commission (CMCLC/Tenant) and the Borough of Stone Harbor (Borough/Landlord) dated November 30, 2007, is hereby amended and/or supplemented as follows:

1. All terms and conditions of the aforesaid lease remain in full force and effect, subject to the following modifications and/or clarifications:
 - a. Paragraph No. 6 of the lease is hereby clarified as follows: The lease remains under and subject to the law of the State of New Jersey applicable with regard to the withdraw of a municipality from a County library system. Should the Borough choose to withdraw and effectuate such withdraw prior to the expiration of ten (10) years from the date of the making of the lease, then Stone Harbor shall be entitled to possession of and title to the library building which is the subject of the lease, the lease shall terminate upon such withdraw prior to the expiration of the aforementioned ten (10) years, but Stone Harbor must reimburse the County of Cape May and/or the Cape May County Library Commission for the contract cost of construction of the building. Should the Borough withdraw from the County library system and effectuate such withdraw after the expiration of ten (10) years from the date of the making of the lease, then Stone Harbor shall be entitled to possession of and title to the library building, the lease shall terminate and the Borough shall NOT be required to make any reimbursement to the County of Cape May or the Cape May County Library Commission.
 - b. Paragraph No. 2 is hereby amended to add the following sentence. The Renewal Term shall be granted in the discretion of Landlord and if denied, the lease shall terminate six (6) months from the date of the denial of such renewal by Landlord. In the event that the lease is not renewed, then upon termination of the lease hereunder, possession of and title to the library building shall pass to the Borough with no payment or other obligation on the part of the Borough to the County of Cape May or the Cape May County Library Commission.
 - c. The Borough shall produce, approve and file a temporary access easement allowing for the placement of geothermal support facilities below grade upon certain portions of adjacent Borough property, the extent and terms of which shall be set forth in the easement and agreed upon by the parties.
 - d. Lot No. 15 and the vacated portion of 95th Street as per ordinance No. 374, are hereby added to the description of the leased premises in the first "Whereas" clause of the lease.

- e. The CMCLC shall endeavor to create an extended use, nonresident library card to effectuate the full use of the Stone Harbor Library facility by visitors to the Borough of Stone Harbor.

For the BOROUGH OF STONE HARBOR

Witnessed by: _____
Suzanne C. Stanford, Clerk

Suzanne M. Walters, Mayor

Witnessed by: Deborah Poillon
Deborah Poillon, Director

Lawrence Allen
, Chairman

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(6)

RESOLUTION

AUTHORIZE THE MAYOR AND CLERK TO SIGN EASEMENT AGREEMENT BETWEEN THE BOROUGH OF STONE HARBOR AND THE CAPE MAY COUNTY LIBRARY COMMISSION

WHEREAS, the Borough of Stone Harbor entered into a Lease with the Cape May County Library Commission on November 30, 2007; and

WHEREAS, the County is seeking a temporary easement and right-of-way through and within the below grade portion of certain lots for the purpose of locating, establishing, constructing, maintaining, repairing and operating Geothermal Lines and mains in the right of ingress and egress.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to sign the Easement Agreement (attached hereto and made a part hereof) between the Borough of Stone Harbor and the Cape May County Library Commission.

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between the BOROUGH OF STONE HARBOR, (hereinafter referred to as "Grantor"), and the CAPE MAY COUNTY LIBRARY COMMISSION (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as Block 94.01, LOTS 17, 19, 20, 21 and 22, on the Tax Map of the Borough of Stone Harbor in the County of Cape May and State of New Jersey; and

WHEREAS, Grantee seeks a temporary easement and right-of-way through and within the below grade portion of the aforesaid lots, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such geothermal mains and lines in furtherance of and for the duration of a lease between the parties dated November 30, 2007, which is attached hereto as Exhibit A and incorporated herein by reference. Upon termination of the lease, this easement shall also terminate and all rights and interests conveyed hereunder shall be extinguished and/or revert to GRANTOR.

In consideration of the mutual promises and obligations contained herein and within the aforementioned lease, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a temporary easement and right-of-way through and within the Grantor's property as described above, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such geothermal mains and lines.

The easement and right-of-way is hereby given and granted for the sole purpose of maintaining, repairing and operating geothermal lines and mains.

GRANTOR further give, grant and convey a temporary easement for the purposes of construction and installing said geothermal mains and lines.

IN CONSIDERATION of the grant of these easements, GRANTEE does hereby covenant and agree that it shall:

- a. Not disrupt the easement area, except in the case of an emergent repair,

between the dates of the traditional American holidays of Memorial Day and Labor Day, inclusive.

- b. Upon completion of the installation of such geothermal facilities, at the sole cost and expense of GRANTEE, return the surface of the easement area to its prior condition as a parking lot in as good or better condition than Grantee found it, including the paving of such area per specifications acceptable to the Borough and installation of all required parking lot items, all in accordance with this paragraph and paragraph No. 3 below.
- c. In the event that any negative surface conditions develop as a result of the installation or maintenance of the geothermal facilities, GRANTEE shall respond in a timely manner to any and all requests of GRANTOR for repair or mitigation of such negative conditions.

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and recross and to use the said easement premises in a manner consistent with the existing nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees, at Grantee's sole expense, to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the geothermal lines and/or allied facilities located on the above-described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Recitals. All recitals set forth above are hereby incorporated by this reference.

6. Binding Effect; No encumbrances.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land. Neither GRANTOR nor GRANTEE shall in any way encumber, financially or otherwise, or cause to be created any cloud on the title of, said property.

7. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or to enforce any provision or right hereunder, the nonprevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

9. Recording.

Grantee shall, at its expense, record this Easement Agreement in the office of the Cape May County Clerk, Cape May County, New Jersey and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this ____ day of _____, 2011.

GRANTOR:

BOROUGH OF STONE HARBOR, a municipal corporation of the State of New Jersey

By: _____, Mayor
Suzanne M. Walters

STATE OF NEW JERSEY) ss.
COUNTY OF CAPE MAY)

ON THIS ____ day of _____, in the year 2011, before me personally appeared Suzanne M. Walters, known or identified to me to be the Mayor of the Borough of Stone Harbor, the municipal corporation that executed the within instrument on behalf

of said municipal corporation, and acknowledged to me that she executed the same upon the authority of the Borough of Stone Harbor in accordance with a duly adopted ordinance of the Borough. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Suzanne C. Stanford, Clerk

Notary Public -- My commission expires on _____.

GRANTEE:

CAPE MAY COUNTY LIBRARY COMMISSION, a duly organized commission of the County of Cape May, New Jersey.

STATE OF NEW JERSEY) ss.
COUNTY OF CAPE MAY)

ON THIS 21 day of July, in the year 2011, before me personally appeared _____, known or identified to me to be the Chairman of the Cape May County Library Commission, the county commission that executed the within instrument on behalf of said the commission, and acknowledged to me that he executed the same upon the authority of the Cape May County Library Commission in accordance with a duly adopted resolution of the Commission. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Deborah Poillon

Deborah Poillon, Director

Notary Public -- My commission expires on _____

Pamela J. Haywood-Neville

Notary Public of New Jersey

My Commission Expires June 1, 2016

Pamela J. Haywood-Neville

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(7)

RESOLUTION

**APPROVAL OF A SHARED SERVICES AGREEMENT
BETWEEN
BOROUGH OF STONE HARBOR
AND COUNTY OF CAPE MAY**

WHEREAS, the County has undertaken the construction of a new branch library in the Borough of Stone Harbor; and

WHEREAS, said construction will require connections and improvements to the Borough's sanitary sewers and potable water system; and

WHEREAS, the Borough has agreed to construct and supervise the required sanitary sewers and potable water system connections and improvements (the "Project"); and

WHEREAS, the County has reviewed and agreed to the estimate of improvements and engineering costs as provided by the Borough's Engineer attached hereto; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:23-14 provides for joint action with regard to public works improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

WHEREAS, the County shall provide funds for this purpose either by way of its budget or by adopted bond ordinances or otherwise, as further covenanted herein; and

WHEREAS, the County and the Municipality desire to enter into this Agreement in order for the County to provide funding to the Municipality for said connections and improvements which the County and the Municipality acknowledge will benefit the County and the Municipality and their respective residents; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes local government units, including municipalities and counties, to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, the parties hereto intend to enter such an Agreement pursuant to the authority conferred by the "Uniform Shared Services and Consolidation Act" and to jointly conduct the Project hereinafter described with the Borough acting as the lead agency.

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County of Cape May and the Borough of Stone Harbor, each for itself, its successors and assigns, do mutually covenant, promise and agree to the attached Shared Services Agreement and that the appropriate Borough of Stone Harbor officials are hereby authorized and directed to execute the attached Shared Services Agreement for Sanitary Sewer and Potable Water System Connection and Improvements for the Stone Harbor Branch of the Cape May County Library.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

SHARED SERVICES AGREEMENT

BY AND BETWEEN THE

COUNTY OF CAPE MAY

AND THE

BOROUGH OF STONE HARBOR

Dated

Sanitary Sewer and Potable Water System Connection and Improvements for the Stone Harbor Branch of the Cape May Library

**SHARED SERVICES AGREEMENT
BETWEEN
BOROUGH OF STONE HARBOR
AND COUNTY OF CAPE MAY**

THIS AGREEMENT made and entered into on the _____ day of _____, 2011,

by and between **THE BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey

with offices located at: 9508 Second Avenue
Stone Harbor, New Jersey 08247

hereinafter referred to as the "Borough",

and **THE COUNTY OF CAPE MAY**, a body politic and corporate of the State of New Jersey

with offices located at: William E. Sturm Jr. Administration Building
4 Moore Road
Cape May Court House, New Jersey 08210

hereinafter referred to as the "County".

WHEREAS, the County has undertaken the construction of a new branch library in the Borough of Stone Harbor; and

WHEREAS, said construction will require connections and improvements to the Borough's sanitary sewers and potable water system; and

WHEREAS, the Borough has agreed to construct and supervise the required sanitary sewers and potable water system connections and improvements (the "Project"); and

WHEREAS, the County has reviewed and agreed to the estimate of improvements and engineering costs as provided by the Borough's Engineer attached hereto; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:23-14 provides for joint action with regard to public works improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

WHEREAS, the County shall provide funds for this purpose either by way of its budget or by adopted bond ordinances or otherwise, as further covenanted herein; and

WHEREAS, the County and the Municipality desire to enter into this Agreement in order for the County to provide funding to the Municipality for said connections and improvements which the County and the Municipality acknowledge will benefit the County and the Municipality and their respective residents; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes local government units, including municipalities and counties, to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the “Uniform Shared Services and Consolidation Act”; and

WHEREAS, the parties hereto intend to enter such an Agreement pursuant to the authority conferred by the “Uniform Shared Services and Consolidation Act” and to jointly conduct the Project hereinafter described with the Borough acting as the lead agency.

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Municipality, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I
PROVISION OF SERVICES

SECTION 101. County Funding.

(a) The County agrees to provide funds to the Borough to undertake the connections and improvements as contained in the July 27, 2011 letter; Estimated Construction Cost, Engineering Services and Construction Phase Services, prepared by Remington, Vernick & Walberg Engineers, Borough Engineer, in the amount of 57,292 dollars and 93 cents funds shall be provided by the County to the Municipality, upon completion of the work, pursuant to the terms hereof.

(b) Payment of work performed shall be within 30 days of a written certification of satisfactory installation/completion of the work by the Borough Engineer.

SECTION 102. Authorized County and Municipal Representatives.

(a) The authorized County Representatives for all purposes of the Agreement shall be the Freeholder Director or such other representative who shall, from time to time, be designated by the Freeholder Director.

(b) The authorized Municipal Representative for all purposes of the Agreement shall be the Mayor or such other representative who shall, from time to time, be designated by the Mayor.

(End of Article 1)

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 201. Representations and Warranties of the County.

The County represents and warrants to the Municipality as follows:

(a) **General.** The County is a public body corporate and politic of the State of New Jersey and has the power and authority to provide the Services to the Municipality and to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder.

(b) **No Conflict.** The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the County, (ii) to the best knowledge of an Authorized County Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized County Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) **Litigation.** Except as otherwise disclosed to the Borough, to the best knowledge of an Authorized County Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the County to enter into this Agreement.

(d) **Obligations of the County.** When executed and delivered by the County, this Agreement will be a legal, valid and binding obligation of the County enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

SECTION 202. Representations and Warranties by the Borough.

The Borough makes the following representations and warranties to the County:

(a) **General.** The Borough (i) is a public body corporate and politic of the State of New Jersey; (ii) has full corporate power and authority to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder, and (iii) by proper Municipal action has duly authorized the execution and delivery of this Agreement.

(b) **No Conflict.** The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the Borough, (ii) to the best knowledge of an Authorized Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) **Litigation**. Except as otherwise disclosed to the Borough, to the best knowledge of an Authorized Municipal Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Municipality to enter into this Agreement or perform the Services hereunder.

(d) **Obligations of the Agency**. When executed and delivered by the Borough, this Agreement will be a legal, valid and binding obligation of the Borough, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

(e) **Indemnification**. The Borough hereby agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and/or liabilities of any sort (including reasonable attorney's fees) which may incur as a result of design and construction of the Project.

(End of Article II)

**ARTICLE III
MISCELLANEOUS**

SECTION 301. **Governing Law.** This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

SECTION 302. **Consents.** Any consents required by the County or Municipality under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Municipal Representative) shall be adopted by a resolution of the respective governing bodies.

SECTION 303. **Amendments.** Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Municipality in the case of the Municipality and the Freeholder Director and the Board of Freeholders in the case of the County.

SECTION 304. **Assignment.** No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

SECTION 305. **Severability.** If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

SECTION 306. **Term.** The duties and obligations under Sections 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the Project.

SECTION 307. **Notices.** All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Board of Freeholders Clerk and County Treasurer. Notices to the Municipality shall be sent to the Mayor and Clerk of the Municipality.

SECTION 308. Dispute Resolution.

(a) In the event of a dispute between the parties arising out of this Agreement, the contract documents or the work being performed, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.

(b) If after a meeting described in Paragraph (a) above the parties are unable to resolve the dispute, then after the expiration of thirty (30) days from the last meeting of the parties, the dispute shall be submitted to arbitration in accordance with the rules of the American Arbitration Association unless the parties agree to an alternate form of dispute resolution.

(c) In the event the matter is submitted to arbitration or some other form of alternative dispute resolution, each party shall be responsible for its own costs and expenses including all counsel fees.

SECTION 309. Design and Construction.

The Borough warrants the following:

(a) The work by change order meets the requirements of the Local Public Contracts Law.

(b) The work is designed in accordance with acceptable industry standards.

(c) The Borough is responsible for any permits, right-of-ways and easements that may be necessary for the completion of the Project.

(d) Upon completion of the improvements, the Borough will be responsible for the maintenance and upkeep of the improvements as part of the Borough's overall sanitary sewer and water main system.

SECTION 310. Adoption. This Agreement shall be approved by resolution of the Council of the Borough of Stone Harbor and by resolution of the Cape May County Board of Chosen Freeholders. Said resolutions shall be duly adopted in accordance with the law at public meetings held in accordance with the Open Public Meetings Act. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by both parties.

SECTION 311. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

(End of Article III)

IN WITNESS WHEREOF, the County and the Municipality have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

ATTEST:

COUNTY OF CAPE MAY

Stephen O'Connor
Clerk/Administrator

By:

Daniel Beyel
Freeholder Director

[SEAL]

Date: _____

ATTEST:

BOROUGH OF STONE HARBOR

Suzanne C. Stanford
Clerk

By:

Suzanne M. Walter
Mayor

[SEAL]

(8)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING CHANGE ORDER NUMBER 1 WITH ASPHALT PAVING SYSTEMS, INC. IN CONNECTION WITH PROJECT 05-10-U-035, THE 2010 NJEIT PROGRAM

WHEREAS, the Borough Council of the Borough of Stone Harbor, in the County of Cape May, State of New Jersey has been presented with Change Order #1 in connection with the Borough's 2010 NJEIT Program; and

WHEREAS, the Borough Engineer has recommended that Change Order #1, attached hereto and made a part hereof by reference, be approved, calling for the replacement of existing sanitary sewer and water main on 95th Street from First Avenue to the bulkhead to accommodate the proposed Stone Harbor Library; and

WHEREAS, the original contract amount was \$ 1,834,000.00, which amount will be adjusted by this Change Order #1 by plus \$ 48,942.94 for a new contract total of \$ 1,882,942.94; and

WHEREAS, the Chief Financial Officer has certified that funds are available for payment of this contract as evidenced by the CFO's certification attached hereto; and

WHEREAS, the approval of this Change Order #1 will not result in a contract amount in excess of 20% of the initial contract amount;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, in the County of Cape May and the State of New Jersey, duly assembled in public session this 18th day of October, 2011, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order #1 be and hereby is authorized, conditioned upon the approval of the New Jersey Infrastructure Trust.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and hereby are authorized to execute the Change Order on behalf of the Borough.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

(9)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION CREATING AN INTERLOCAL SERVICES AGREEMENT WITH THE TOWNSHIP OF MIDDLE FOR SHARING OF COURT ROOM VIDEO CONFERENCE EQUIPMENT

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

WHEREAS, the Stone Harbor Municipal Court and the Middle Township Municipal Court are in need of video conferencing equipment in order to conduct preliminary arraignments and other proceedings involving persons being held in custody at the Cape May County Jail; and

WHEREAS, the Borough of Stone Harbor and the Township of Middle have agreed to the attached Interlocal Services Agreement which is made a part hereof and incorporated herein by reference; and

WHEREAS, entering into an Interlocal Services Agreement with the Township of Middle has been recommended by the Municipal Court Judge and the Court Administrator and has been deemed to be in the best interest of the citizens of the Borough of Stone Harbor.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached Interlocal Services Agreement between the Borough of Stone Harbor and the Township of Middle on behalf of the Borough, pursuant to N.J.S.A. 40:8A-1 et seq.

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, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor



SHARED SERVICES AGREEMENT

BETWEEN

THE TOWNSHIP OF MIDDLE

AND

BOROUGH OF STONE HARBOR

COURT ROOM VIDEO CONFERENCING SYSTEM AND MAINTENANCE

JANUARY 1, 2012
To
DECEMBER 31, 2014

**PURSUANT TO THE PROVISIONS
OF
N.J.S.A. 40A:65-1 ET SEQ.**

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MIDDLE
AND
BOROUGH OF STONE HARBOR**

This Agreement is dated as of the date set forth below by and between the Borough of Stone Harbor (the Borough) and the Township of Middle (the "Township").

Pursuant to the New Jersey Shared Services Act, N.J.S.A. 40A:65-1 et seq., the Borough and the Township, as "local units" defined therein, are empowered to contract for the provision of services on behalf of one party which the other party providing such services is otherwise empowered to render within its own jurisdiction. The Township has the personnel and the capacity otherwise to perform this contract on behalf of the Borough, and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide services to the Borough, including the extent of such services, and delineation of the parties' respective responsibilities in connection with such services.

The Township of Middle shall provide these services to the Borough of Stone Harbor from January 1, 2012 until December 31, 2014. Both parties have agreed that the Borough will reimburse the Township during the term of this Agreement a sum of \$3600.00.

SCOPE OF SERVICE

The Township of Middle shall provide to the Borough of Stone Harbor and a Municipal Court Judge of the Township of Middle and the Borough of Stone Harbor access at mutually agreed upon dates and times for the use of the Court Room Video Conferencing System. The Court Room Video Conferencing System will be located in the Court Room of the Township of Middle and made available to the Borough of Stone Harbor as the demand for use for this Court Room Video Conferencing System is needed.

The Township of Middle shall be responsible to contract with Impact Technology Solutions for the Court Room Video Conferencing System. The Township of Middle shall also see to it that proper telephone lines are installed through the Verizon Phone System. Those phone lines are referred to as ISDN lines. The Township of Middle shall also be responsible for assuring that a Maintenance Agreement is in place for the duration of this contract with Impact Technology Solutions.

For years 2012, 2012, 2013, the Borough of Stone Harbor shall pay the Township of Middle a fee of Twelve Hundred (\$1200.00) Dollars per year which shall be applied to the Verizon ISDN monthly line charge, the Impact Technology Solutions maintenance agreement and the Verizon usage for 15 minute call fees. Payments shall be made by June 30, in each respective year of services rendered.

The effective date of this Agreement shall be upon the adoption of authorizing Resolutions by each of the parties hereto, and thereafter upon execution of this Agreement by their respective officers.

Susan L. DeLanzo, Jr., Mayor

Kimberly Krauss, Municipal Clerk

Suzanne M. Walters, Mayor

Suzanne C. Stanford, Municipal Clerk

Susan L. DeLanzo
Mayor
F. Nathan Doughty
Deputy Mayor



Daniel D. Lockwood
Committeeman
Mark Mallett
Business Administrator

MIDDLE TOWNSHIP
"A Safe and Clean Family Community"

October 5, 2011

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

RE: Shared Services Agreement with Middle Township

Dear Ms. Stanford:

Enclosed please find three (3) copies of the Shared Services Agreement between the Township of Middle and the Borough of Stone Harbor for Court Room Video Conferencing System and Maintenance, along with a copy of Resolution #487-11 passed by Township Committee on October 3, 2011. Please sign all 3 copies and return to my office. Once signed by the Mayor, we will return a fully executed copy to you for your records.

If you have any questions or need any additional information, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Mark Mallett", written over the word "Regards,".

Mark Mallett, Business Administrator

MM/dls

(10)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

AUTHORIZING REFUND OF OVERPAID CONSTRUCTION PERMIT FEES

WHEREAS, permit fees were charged for Block 101.01, Lots, 15,17 a/k/a 4 -102nd Street and the following was charged incorrectly:

Charged	Building	\$1,260.00	Correct amount	\$ 990.00
	Electrical	272.00		272.00
	Plumbing	180.00		180.00
	Fire	125.00		125.00
	DCA fee	145.00		119.00
	CO	198.00		169.00
	Zoning	298.00		245.00
	Total	\$2,478.00		\$2,100.00

WHEREAS, the permit fees were overpaid by \$378.00; and

WHEREAS, the Construction Office has requested that said amount be refunded to the Pierson Renovation, 2389 Dune Drive, Suite 2, Avalon, N.J. 08202.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough Stone Harbor in the County of Cape May, State of New Jersey, duly assembled in public session this 18th day of October, 2011, that the preamble of this Resolution is hereby incorporated by reference as if set forth at length;

BE IT FURTHER RESOLVED that, the Chief Financial Officer and all other necessary Borough employees at his direction, are hereby authorized to effectuate a refund in the amount of \$ 378.00 to Pierson Renovation for the purposes stated herein above.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(11)

**GRANTING HARDSHIP CONDITION FOR A STREET OPENING PERMIT
8701 SUNSET DRIVE**

WHEREAS, Borough Ordinance No. 1381, Section 475-7, Paragraph B provides for a "Hardship Condition" in the event a property owner requires a street opening permit prior to the five year moratorium for newly paved streets; and

WHEREAS, the five year moratorium for Sunset Drive is January 1, 2012; and

WHEREAS, the property owner, Gene Mitchell, submitted a letter requesting the Borough to grant the hardship condition and issue him a street opening permit for 8707 Sunset Drive to install utilities; and

WHEREAS, Mr. Mitchell has complied with all the required conditions set forth in Borough Ordinance No. 1381 which include the submission of a letter to the Clerk detailing the hardship, notification to all property owners within 200 feet via certified mail, and filed a copy of the notice served to adjoining property owners along with the Certified Mail Return Receipts.

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, hereby does grant a Hardship Condition to Gene Mitchell for a Street Opening Permit.

BE IT FURTHER RESOLVED, that the Borough's Construction Official is hereby authorized to issue Gene Mitchell a Street Opening Permit for 8707 Sunset Drive pursuant to all other conditions provided for in Ordinance 1381.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council
duly held on theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor

(12)

BOROUGH OF STONE HARBOR SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

\$60.00 For the Permit Application Fee.
All Permit Fees Shall Be Paid To Borough Clerk When Application Is Filed.
Application Should Be Filed At Least 60 Days Before The Date Set For The Special Event.
Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder
and/or Additional Insured.

DATE OF APPLICATION: 9/30/11 FEE PAID: \$ \$60.00
Should be filed 60 Days Before the Date of Event

TYPE OF EVENT: Cook out / Grill Demo 9/30/2011
Please Describe

DATE(S)/TIME(S) OF EVENT: Sat Nov 26
Please Describe

LOCATION OF EVENT: 1/2 in front of store ADMISSION FEE (If Any): \$ _____

REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ _____

Applications must be complete, including contact information, in order to be considered filed.

SPONSOR'S NAME: Seashore Acc PHONE#: 609.368.3191
Please Print Name of Person, Association, Corporation, Firm, etc.

SPONSOR'S ADDRESS: 266 96th 157 Stone Harbor N.J. 08210
Street Address PO Box No. City State Zip Code

CONTACT PERSON: Scott Fisher

CONTACT PERSON'S PHONE #: 609 231-6478

ESTIMATE OF DAILY CROWD EXPECTED: customers (not sure)

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:
cook & food helper on site at all times

	Fees.
- Application Filing Fee	\$60.00 per event
- Seasonal Use by Local Schools	\$1,500.00 per season
- Charity Organizations	\$750.00 per season for second sport
- Use of Fields	\$60.00 Application Fee (No other fees to be assessed)
- Use of Fields	\$500.00 per day (first two days) \$250.00 per day each additional day
- Chamber of Commerce	\$250.00 per day if before Memorial Day and after Labor Day and if the event is hosted by an Organization headquartered in Cape May County with at least five members from Stone Harbor.
	\$60.00 application fee for all Events

Section 275-4. Exceptions.

A. Special Events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for a special event permit. Such special events shall be governed by applicable Borough policies. Additionally, Borough Council retains the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

(13)

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 Relating to the Employment, Appointment or Termination of current or prospective employees.*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on October 18, 2011, that an Executive Session closed to the public shall be held on October 18, 2011 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 theday of, 2011

.....
Borough Clerk

The above resolution approved this day of....., 2011

.....
Mayor