



**STONE
HARBOR**
NEW JERSEY

REQUEST FOR GOVERNMENT RECORDS
(N.J.S.A. 47:1A – 1, et seq.)
GOVERNMENT RECORDS REQUEST RESPONSE

TO: Howell Anonymous

DATE: June 24, 2025

The Borough of Stone Harbor received your Open Public Records (OPRA) request on June 19, 2025, for which your request sought access to the following:

1. Contract of Employment for Joseph Clark – Provided Unredacted
2. Approved 6/17/2025, Resolution 2025-S-170 – Provided Unredacted
3. Letter of Interest, Application, Resume submitted by Joseph Clark – Provided, but Redacted Phone Number and Email Address in accordance with NJSA 47:1A-1.1 et seq
4. Emails and written correspondences between Joseph Clark and Stone Harbor officials/ employees from 3/1/2025 – 6/19/2025 – Provided Unredacted

A response to your request is as follows:

The requested records have been provided to you with the only redactions being made to the Resume provided which contained a Personal Phone Number and E-mail Address of Joseph Clark in accordance with NJSA 47:1A-1.1 et seq., Privacy Concerns.

If your request for access to a government record has been denied or unfilled within seven (7) business days required by law, you have a right to challenge the decision by the Borough of Stone Harbor to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact /the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Sincerely,

Jeanne M. Parkinson

Jeanne M. Parkinson, RMC
Borough Clerk

EMPLOYMENT AGREEMENT

WHEREAS, the Borough desires to employ JOSEPH CLARK as the Borough Administrator for the BOROUGH OF STONE HARBOR as provided for in the General Ordinances of the Borough of Stone Harbor and specifically §67-13, as well as N.J.S.A. 40A:60-6.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the Parties agree to the following agreement between the BOROUGH OF STONE HARBOR, a Municipal Corporation of the State of New Jersey, with offices at 9508 Second Avenue, Stone Harbor, New Jersey, hereinafter referred to as "The Borough" or "Employer" and JOSEPH CLARK, hereinafter referred to as "Borough Administrator" or "Employee;" (the Borough and Borough Administrator shall be collectively referred to as the "Parties") and

SECTION ONE

RESIDENCY WAIVER AND EMPLOYMENT DATE

The Borough, in making this appointment and upon execution of this document, formally waives the "residency" requirement as set forth in General Ordinances §67-15. The period of employment commences July 21, 2025.

SECTION TWO

DUTIES AND RESPONSIBILITIES

The Borough Administrator's duties and responsibilities shall be in accordance with those set forth in N.J.S.A. 69-A-81, et seq. and General Ordinances of the Borough of Stone Harbor (Chapter 67) and as the same may be amended or supplemented from time to time by an approved job description..

The Borough hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and the United States, except those limited by the specific and express terms hereof are in conformance with the Constitutions and the laws of New Jersey and of the United States.

SECTION THREE

TERMS OF APPOINTMENT

1. Pursuant to General Ordinances of the Borough of Stone Harbor Chapter 67-14, the employment of the Borough Administrator shall be for a term to expire at the next annual reorganization meeting of the Borough governing; except as limited by N.J.S.A. 40:69A-93.

2. Nothing herein shall be considered to limit or conflict with the right of the Borough Council to terminate the services of the Borough Administrator, subject only to the provisions of Section Four governing termination.

3. Nothing contained herein shall be construed to limit or conflict with the right of the Borough Administrator to resign at any time from their position as Borough Administrator subject only to the provisions set forth in Section Four.

4. During the term of this appointment, the Borough Administrator agrees not to accept any other full or part-time employment without having obtained prior written consent from the Governing Body.

5. Borough Administrator shall serve as the principal administrative officer representing

the Mayor and Council and shall be the head of the Department of Administration. The Administrator shall, administer, supervise, and direct all administrative actions, design, introduce and manage adopted Borough rules and regulations, personnel policies, and all executed collective negotiations agreements in coordination, as necessary, with the Assistant Administrator (if applicable) and the Borough's Human Resources Consultant.

SECTION FOUR TERMINATION AND SEVERANCE POLICY

1. The Borough may terminate this agreement at any time in accordance with the provisions of N.J.S.A. 40:69A-93, and specifically, by preliminary resolution, the Council may suspend the Borough Administrator from duty, but shall in any case cause the Employee to be paid forthwith any unpaid balance of his salary and his salary for the next 3 calendar months following adoption of the preliminary resolution unless he is removed for good cause. For the purposes of this section, "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of section 17-14, 17-15, 17-16, 17-17 or 17-18 of P.L.1950, c. 210 (C. 40:69A-163 through 40:69A-167), or the violation of any code of ethics in effect within the municipality..

2. In the event the Borough Administrator voluntarily resigns, the Borough Administrator shall provide to the Borough Council with a minimum of sixty (60) days' advance notice of the effective date of his/her resignation unless the Parties agree otherwise.

3. It is expressly agreed and understood that upon the Borough Administrator's termination, without cause or resignation, the Borough Administrator shall be entitled to all accumulated benefits and paid time off that is permitted by the Borough's policies and procedures and/or by State laws and regulations.

4. The Borough shall not be obligated to pay any severance pay should the Borough Administrator resign.

5. The Borough shall not be obligated to pay severance pay or accumulated benefits in the event of termination for good cause as defined by N.J.S.A. 40:69A-93 or as the same may be subsequently amended or should the Borough Administrator be terminated for conviction of an illegal act involving moral turpitude. The term conviction shall mean a conviction of a duly designated State or Federal judicial forum pursuant to the criminal code of the State of New Jersey or of the United States of America.

SECTION FIVE COMPENSATION

The Parties acknowledge that the annual base salary, effective upon the signing of this agreement, is \$180,000.00. The Parties further acknowledge that the Employee shall be entitled to health care benefits as provided to all other non-aligned Borough employees for the remainder of 2025. As of January 1, 2026, the Parties acknowledge and agree that the Employee shall be entitled to \$215,000.00. Thereafter, the Employee shall receive increases as determined by the Borough for other non-aligned employees. The Council may at any time conduct a performance review to arrive and agree to any other base salary permitted under the Borough's Salary Ordinance, or as said Ordinance may from time to time be amended. Said performance review, if it should take place, shall occur in Executive Session as permitted by the Open Public Meetings Act, unless the Employee wishes to conduct it in public during Open Session.

SECTION SIX BENEFITS

1. MEDICAL INSURANCE – The Employee has the option of accepting the Borough's Health Benefits in concurrence with Section Five and in accordance with the rates set forth in Ch. 78, P.L. 2011. and shall enjoy any other benefits, as provided to all non-aligned employees. The benefits shall be paid for in the same manner as other Borough employees.

2. PENSION - The Borough Administrator is not currently enrolled in the Pension system.

3. LEAVE TIME – For the purpose of this provision, the Employee shall be treated as a twelve (12) year employee and shall be entitled to a pro-rated amount of vacation leave, sick leave and personal leave for 2025 as established for non-aligned employees and thereafter the Employee's years of service with the Borough shall be considered in providing vacation leave, sick leave and personal leave. In consideration for the foregoing, the Employee agrees that any separation from service with the Borough will not include any payment for any accrued leave.

The Borough Administrator shall be required to notify the Governing Body when taking leave. The Governing Body may invoke any rules and regulations applicable to other Borough employees as it pertains to denial of leave, proof of the reason for the leave, and inability to combine different types of leave. Under no circumstances will the Borough Administrator be paid overtime; however, with the approval of Council President, the Borough Administrator shall be allowed to use "flex-time."

4. EDUCATIONAL/SEMINAR DAYS AND CAR ALLOWANCE - The Borough Administrator shall be permitted time off and reimbursement of reasonable and ordinary expenses to attend the New Jersey League of Municipalities Conference and/or other conferences that are determined by the Governing Body to be in the best interest of the Borough.

SECTION SEVEN BOROUGH ADMINISTRATOR'S SCHEDULE

The Borough Administrator's work schedule shall be forty (40) hours per week on a flexible workday schedule, generally consisting of five (5) days per week, based upon the needs of the Borough. Said hours shall include time required to attend Council meeting, Executive sessions of the Governing Body, and/or any special events as determined by the Governing Body. Generally, the schedule shall be Monday through Friday, 8:30am- 4:30pm; however, these times may be adjusted as needed.

SECTION EIGHT MISCELLANEOUS

1. When necessary and appropriate, the Borough Administrator shall be provided with legal advice and counsel in the event the Borough Administrator is personally served or subject to personal liability for services performed in the usual course of business. The Employer shall defend, save harmless and indemnify the Borough Administrator for any alleged act or omission occurring in the performance of his/her duties. The Employer may at its sole discretion compromise and settle any such certain claim or suit and pay the amount of any settlement or judgement conferred.

2. This clause shall not be applicable to any disciplinary proceeding against the Borough

Administrator by the Borough Council or a criminal proceeding initiated by the prosecutorial officers of the State of New Jersey or Federal Government touching upon misconduct in office, unless the Borough Administrator is exonerated of the charges. Nor shall the above provisions be construed in any way constitute a waiver of rights to terminate or otherwise discipline the Borough Administrator for any cause of action previously described herein.

3. This contract constitutes the entire agreement between the Parties and may not be changed unless agreed upon, in writing, by both Parties.

**SECTION NINE
GOVERNING LAW**

1. This contract constitutes the entire agreement between the Parties and may not be changed unless agreed upon, in writing, by both Parties.

2. The choice of law shall be the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this contract to be signed to be effective on the day and year first above written.

BOROUGH OF STONE HARBOR

Timothy J. Carney
Timothy Carney, Mayor

Date: 6/20/25

WITNESS

Jeanne M. Parkinson
Jeanne Parkinson, Borough Clerk

JOSEPH CLARK

Joseph Clark

Date: 6/13/2025

Date: 6/20/2025

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

RESOLUTION

2025-S-170

**RESOLUTION APPOINTING JOSEPH CLARK AS
BOROUGH ADMINISTRATOR**

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:9-137 and N.J.S.A. 40A:9-137 to appoint a Borough Administrator; and

WHEREAS, N.J.S.A. 40A:9-137 allows for the term of office of the Borough Administrator to be at the pleasure of the governing body; and

WHEREAS, the Mayor and Council wish to retain the services of Mr. Joseph Clark for the period of July 21, 2025 through January 6, 2026, on a contractual basis in accordance with the contract attached hereto and made a part hereof by reference, and

WHEREAS, the Mayor has offered Mr. Joseph Clark for appointment to the office of Borough Administrator seeking the advice and consent of the Council for the term aforementioned; and;

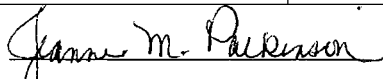
WHEREAS, the Borough Council believes that it is in the interest of the citizens of the Borough of Stone Harbor to appoint Mr. Joseph Clark as aforementioned;

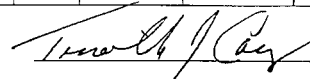
NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, assembled in open session this 17th day of June, 2025, that the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;

BE IT FURTHER RESOLVED, that Joseph Clark is hereby appointed to the office of Borough Administrator effective July 21, 2025 in accordance with the terms of the attached signed Contract for Employment.

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 June 17, 2025, 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		X	X				
Councilmember Foschini			X				
Councilmember Parzych			X				
Councilmember Casper			X				
Councilmember Gensemer	X		X				
Councilmember Biddick			X				


Jeanne M. Parkinson, Borough Clerk


Timothy Carney, Mayor

JOSEPH A. CLARK

<https://www.linkedin.com/in/josephclark/>

SUMMARY:

Current Township Manager and former Township Attorney for Township of Howell with expertise in effective organizational leadership, project management, budget implementation, Township Council advisement, cross-functional decision-making, personnel oversight, and professional partnerships

APTITUDES:

Cross-department collaboration and leadership	Budget preparation and administration
Council policy implementation	Human resources and staff supervision
General litigation and public contracts law	Contract and cost negotiation
Employment practices liability (EPL)	Legal and regulations compliance
Real estate, zoning, planning, and land use	Risk mitigation and issue resolution
Affordable housing	Homeowners' associations (HOA)
Open public records Act (OPRA) oversight	Professionals and experts coordination
Ordinance and resolution drafting	Purchasing and RFPs
Grant applications and administration	Transparency and public communication

CAREER:

Township Manager, Township of Howell, NJ

12/2022-Present

- Serve as manager of Township of Howell under council/manager form of government (N.J.S.A. 40:69A-81 et. seq.), performing duties of chief executive and administrative official for municipality with 200+ employees and 53,537 township population
- Prepare and administer operating budget (\$60 million anticipated for 2025) and capital budget (\$2 million to \$5 million per year) in collaboration with township council, Chief Financial Officer (CFO), and department directors
- Assist Council in developing broad policy initiatives and execute policy in cooperation with department heads, staff, and outside experts in township's best interest
- Attend all regular, special, and work session council meetings; respond to public questions on pending and ad-hoc presented issues with subject matter expertise (SME), transparency, and professionalism
- Ensure sound project management with cost and timeline efficiency and regulations compliance
- Appoint and remove department heads; approve all hiring decisions within departments; cooperate with human resources director and labor counsel on personnel matters; and evaluate and revise personnel policies and procedures manual
- Deliver guidance and advice to advisory boards and commissions, periodically attend advisory board and commission meetings, and respond to public questions
- Plan and lead department director, staff, association, committee, and other professional meetings, encouraging participation, collaborative leadership, responsive decision-making, and mission and goal alignment
- Prepare and review ordinances and resolutions with advisement on form and sufficiency prior to passage, excluding bond ordinances and related work
- Collaborate with Township Clerk to draft and revise council meeting agendas and cover memos; offer final approval on same
- Supervise Department of Law operations to ensure sound execution of duties and responsibilities, including oversight of staff, outside attorneys, and other experts and professionals
- Prepare, review, and approve contracts, deeds, documents, and instruments before execution and adoption, in close collaboration with Township Attorney

JOSEPH A. CLARK

<https://www.linkedin.com/in/josephclark/>

- Delegate duties and responsibilities to special counsel as appropriate; analyze all bills from outside attorneys and vendors to ensure cost efficiency and accuracy
- Review all litigation against township, including Tort Claims Act notices
- Communicate with attorneys retained through Joint Insurance Fund (JIF) and monitor progress of cases
- Negotiate sale, purchase, lease, and other agreements and compromise or settle litigation
- Oversee outside affordable housing counsel with regard to affordable housing litigation, third-round settlement compliance, and fourth-round obligation calculations; develop strategy for fourth-round affordable housing compliance in cooperation with affordable housing counsel and township planner
- Analyze deeds of dedication and deeds of easement conveying property rights to township
- Supervise redevelopment projects; meet with developers and landowners regarding potential land development applications
- Oversee rezoning matters initiated by property owners or township and collaborate with Division of Land Use and Planning on related procedural and substantive matters
- Collaborate with Department of Community Development's Director of Land Use, outside counsel, and planners to revise land use ordinances relating to permitted uses and siting; cooperate with Planning Board and Zoning Board attorneys on relevant issues
- Work with bond counsel on project and capital needs financing
- Partner with Qualified Purchasing Agent (QPA) on bid specifications and RFP preparations and reviews
- Review grant opportunities, assist with grant writing and criteria review, and cooperate with committees and outside consultants to construct competitive applications for funds
- Collaborate with Clerk and Township Attorney on OPRA requests

Township Attorney, Township of Howell, NJ

11/2017-12/2022

- Provided comprehensive legal advice, guidance, and assistance to Township Council, Township Manager, and department directors across all facets of municipal government
- Rendered written and oral opinions regarding any question of law per request of Council and Manager
- Provided advice on all Open Public Meetings Act (OPMA) issues
- Informed departments of changes in law with potential operational implications to divert issues; facilitated cross-department communication regarding identified and impromptu issues to mitigate risks
- Fulfilled designated supervisory duties during Manager's absences
- Collaborated with and oversaw affordable housing counsel; served as affordable housing liaison
- Evaluated law department archival materials to ensure appropriate storage and disposal
- Consulted with Municipal Prosecutor as needed
- Handled all performance and/or maintenance bonds claims posted by developers and/or contractors
- Cooperated with township contractors to ensure unwavering contract compliance
- Communicated with developers and attorneys to ensure comprehensive satisfaction of obligations imposed by land use boards
- Prepared, assessed, and approved developers' agreements
- Reviewed professional services contracts for selected township professionals; required professionals to provide template contracts for time and cost efficiency

JOSEPH A. CLARK

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- Mitigated risks and diverted potential liabilities for township through identifying, analyzing, and rectifying inconsistencies in township's human resources policies
- Spearheaded creation of internal team of expertise-diverse professionals (Deputy Manager/Land Use Director, Township Engineer, Department of Public Works Director, and Sewer Director) to identify and prioritize community infrastructure projects to improve public service, including
- LED electronic announcement signs (town hall and Soldier Memorial Park)
- Field lights at Soldier Memorial Park for sports leagues (\$2 million capital project)
- Walkway and railing installation at senior center
- Bottle refilling stations throughout town hall under green initiative grant
- Outdoor hockey rink restoration and transformation of second unused rink into basketball courts; turning unused skate park into pickleball courts; and construction and celebratory launch of new cricket fields
- Multi-use, three-mile trail system to connect existing township nature trails and parks to Monmouth County Park's Manasquan Reservoir
- Identification of hazardous trees as part of shade tree mission and removal of 200 trees; revisions to shade tree ordinances with town council's collaboration to permit use of tree fund for acquisition of open space, in addition to tree preservation
- Purchase of 70 open space acres (2017 onward), partnering with Monmouth County and State of NJ Green Acres programs to help defray purchase costs
- Study and adoption of various master plan elements, including circulation, land use, and farmland preservation
- Rezoning in response to warehouse crisis
- Adopted collaborative, year-round approach to township budget planning in partnership with CFO, Deputy Manager, and Township Council, including summer meetings with department heads to identify budget needs and identifying on-going opportunities to reduce costs
- Finalized efficiency study with expertise of outside consulting firm and immediately addressed targeted areas of improvement, achieving annual savings of \$100,000+
- Successfully oversaw defense litigation matters, including Green Acres diversion, commercial uses on farms, and short-term rentals
- Addressed significant increase in residential rental units by restructuring township's fire bureau to expand duties and improve efficiency for completing more inspections and creating residential resale certificate of occupancy (CO) and annual rental CO inspections in collaboration with community development leaders
- Drafted, implemented, and enforced comprehensive new smoking ordinance, *Smoking in Public Places; Electronic Smoking Device Use and Sales; and Tobacco Sales*, to address underage e-cigarette epidemic, illegal flavored e-cigarette product sales, and smoking in public (marijuana, e-cigarettes, and cigarettes) in collaboration with Alliance Coordinator, Chief of Police, Department of Code Enforcement, Township Attorney, and Tobacco-Free for a Healthy NJ across 2-year period (innovative ordinance includes e-cigarette is serving as model for other townships through Prevention Coalition of Monmouth County)
- Worked with JIF to mitigate increased health insurance premiums on behalf of township and employees
- Working on designating various areas in Howell as redevelopment areas and will begin negotiating redevelopment agreements
- Finalized plan for current round of COAH and working on legal strategy for challenging number

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- Worked with telecommunications consultant to prepare RFPs and bid specifications for tower lease bids
- Analyzed select performance and maintenance bonds as to form, upon request of Department of Community Development
- Advised and guided Police Records Department, Clerk, and other departments regarding OPRA requests; researched OPRA-related questions and concerns; handled OPRA complaints filed with Government Records Council; and assigned Superior Court OPRA lawsuits to outside counsel
- Provided legal advice, counsel, and assistance to Human Resources Department on personnel issues, in cooperation with labor counsel and Township Manager
- Conducted confidential personnel investigations under manager's direction
- Achieved cost efficiency for law department through effective oversight of annual budget and outside counsel assignments; contained actual costs below budgeted amounts for 6 consecutive years
- Handled NJ DEP diversion issues
- Filed opt-in papers for multiple NJ Opioid Litigation Class Action Settlements and advised on approved expense criteria to ensure agreement compliance
- Served as counsel for Township of Howell's Mobile Home Rent Control Board

CAREER: *continued*

Partner, GluckWalrath, LLP, Red Bank, NJ

Counsel, Dilworth Paxson, LLP, Red Bank, NJ

Partner, Collett Clark, LLP, Red Bank, NJ

Counsel, Day Pitney LLP, Morristown, NJ

Clerk, New Jersey Superior Court, Chancery Division, Mercer County, NJ

EDUCATION:

Juris Doctorate, Rutgers University School of Law, Camden, NJ

- Achieved publication in *Rutgers Law Journal*

Bachelor of Arts in Psychology, University of Michigan, Ann Arbor, MI

BAR ADMISSIONS:

New Jersey

District of New Jersey

Third Circuit

New York

Southern District of New York

Second Circuit

COOPERATIVE ACHIEVEMENTS:

2022-Present:

- Placed 12 Class III police officers schools for Howell Township Public School District (Pre-K to 8th-grade) in collaboration with Chief of Police and district's Superintendent as proactive response to nationwide increase in school shootings and other safety incidents
- Resolved several untenable police department situations to restore officers' morale
- Revised and implemented process for selection of new Chief of Police
- Created new public relations protocols for police and all township departments, in collaboration with Township Attorney and labor counsel

Borough Clerk

From: HR
Sent: Tuesday, June 24, 2025 8:58 AM
To: Borough Clerk
Subject: Fw: EXTERNAL:Clark resume
Attachments: MANAGER RESUME 2024 V2.pdf

From: Joseph Clark <clarkjoseph631@gmail.com>
Sent: Thursday, May 29, 2025 2:30 PM
To: HR <hr@shnj.org>
Subject: EXTERNAL:Clark resume

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.