

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

MEETING

TUESDAY

December 20, 2016

4:30 p.m.

- a.** Resolution – Approve Dune Vegetation Management Plan application process and Memorandum of Agreement (1) Rich
- b.** Resolution – Severson Authorization to withhold funds per Bond Claim (2) Rich
- c.** Resolution – Refund DCA fee, plan review Solar City Corporation (3) Mastrangelo
- d.** Resolution – Agreement Shared Services Dispatch Avalon (waiting for copy of Agreement from Avalon) (4) Davies-Dunhour
- e.** Motion – Out to Bid – Reconstruction Golden Gate Advertise Dec 23, Receive Bid January 11, Possible Award Jan 17th (5) Lane
- f.** Motion – advertise for 2017 Tennis Pro, advertise 2017 Management of Recreation Kitchen (6) Gallagher

DISCUSSION:

Honoring Mayor Suzanne M. Waters and Councilmember Barry D. Mastrangelo

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

Approve Dune Vegetation Management Plan Application Process and Memorandum of Agreement

WHEREAS, the Lomax Consulting Group has prepared guidelines for the implementation of the Dune Vegetation Management Plan; and

WHEREAS, any homeowner that wishes to upgrade the dune system which borders their property would now adhere to the application process and all boundaries within the Dune Vegetation Management Plan previously adopted by the Borough of Stone Harbor; and

WHEREAS, the Management Plan Application Process and the Memorandum of Agreement, which are key components to the process, are attached hereto; and

WHEREAS, it is the intention of Council to present and approve this application process.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that the Borough Council approves the Stone Harbor Dune Vegetation Management Plan Application Process and Memorandum of Agreement attached on this 20th day of December, 2016.

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, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor



P. O. BOX 9 (MAILING)
1435 ROUTE 9 NORTH (DELIVERY)
CAPE MAY COURT HOUSE, NJ 08210, USA

609-465-9857 (P)
609-465-2449 (F)
WWW.LOMAXCONSULTING.COM

STONE HARBOR DUNE VEGETATION MANAGEMENT PLAN APPLICATION PROCESS

Introduction

The Borough of Stone Harbor has recognized the importance of the dunes and native vegetation through the development and implementation of a Dune Vegetation Management Plan (DVMP or Plan). As such, the removal of invasive species, such as the Japanese black pine, bamboo and excessive vine growth that negatively impact the health of native trees and shrub, in the dunes, is important to maintain the integrity of the dunes for shore protection. The concurrent replacement of the invasive vegetation with approved native vegetation lies at the heart of this Plan

The Borough of Stone Harbor anticipates entering into cooperative agreements with homeowners in order to implement the Dune Vegetation Management Plan. A Pilot Project is proposed based on a sponsor for this project and more than seven years of experience with dune vegetation management on the island. Accordingly, all work must be consistent with the Dune Vegetation Management Plan, conditions required by the Stone Harbor Natural Resources Committee and approval of the Borough Council.

Process

The following outlines the application process for homeowners and their landscapers under the Dune Vegetation Management Plan:

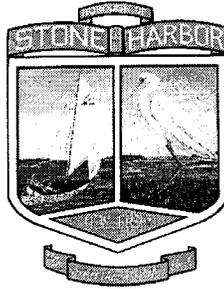
1. Sponsoring homeowner contacts the Office of the Borough Administrator providing a letter requesting participation in the Dune Vegetation Management Program. Included in this request is the homeowners contact information, a brief project description, and the limits of the project area shown on an aerial map.
2. The Borough forwards the request to its representatives (The Lomax Consulting Group – TLCG) to conduct a site investigation to determine if the proposed site is a candidate for the Dune Vegetation Management process.
3. If the request is consistent with the proposed Plan, TLCG submits a consulting fee proposal to the applicant to inventory the invasive plants proposed for removal and preparation of a draft restoration plan
4. TLCG submits the proposed removal and restoration plans to the Stone Harbor Natural Resource Committee. TLCG prepares presentation materials including site photography, GIS mapping illustrating: (1) the extent of invasive dune vegetation / inventory by use of GPS equipment (Figure 1: Invasive Vegetation Location Plan) and (2) the proposed planting areas for the subject application (Figure 2: Native Planting and Irrigation Plan).
5. Upon approval by the Natural Resource Committee, a private landscape contractor is selected to conduct the removal of invasive vegetation and replacement with approved native species. The landscaper provides to the Borough credentials to work in the

Over 35 years of environmental excellence



- Borough's dunes and commitment to conduct work consistent with the approved Plan. The landscape contractor is required to provide a certificate of insurance to the Borough at this time.
6. The Stone Harbor Natural Resources Committee gives their recommendation to Approve, Conditionally Approve, or Deny the application to Borough Council and to the Zoning Officer.
 7. If the application and the Plan are approved by the Stone Harbor Borough Council, the Zoning Application is prepared by the Borough, the Memorandum of Agreement (MOA) is drafted by the Borough Solicitor and an escrow budget is established to complete the required work. The total escrow amount is held by the Borough and dispersed as phases of the work are completed. The escrow account contains funds to cover the cost of the Borough application fee, preparation of the MOA, landscaper's fee and the TLCG fee for oversight, monitoring and reporting.
 8. Borough Solicitor provides the Memorandum of Agreement to the applicant for review and endorsement
 9. The applicant provides the escrow fees to the Stone Harbor Planning / Zoning Board Secretary and files a W-9 Form to accompany the escrow.
 10. Once the Borough has the signed Memorandum of Agreement and has received the escrow fees, they record the Memorandum of Agreement at the County Clerk's Office and contact TLCG who coordinates the work with the landscape contractor. Escrow fees are released to the landscape contractor after the work has been completed and inspected. Following the installation of the plant material, the homeowner is responsible for maintaining an 85% survivorship of the plant material for a period of 3 years.
 11. Monitoring will be conducted by TLCG and an annual monitoring report will be provided to the homeowner and the Stone Harbor Natural Resources Committee at the end of each of the three growing seasons.
 12. At the end of the third growing season, the Borough will decommission the project, as long as the planted and native vegetation have provided coverage to stabilize the dune.

Joseph L. Lomax
Executive Vice President
The Lomax Consulting Group LLC
P. O. Box 9
Cape May Court House, NJ 08210
609-465-6700 (office)
609-465-2449 (fax)
609-425-6468 (mobile)
jlomax@lomaxconsulting.com
December 1, 2016



MEMORANDUM OF AGREEMENT

WHEREAS, the Borough of Stone Harbor doing business at 9508 Second Avenue, Stone Harbor, New Jersey (hereinafter referred to as the "Borough") and _____ their successors and assignees owning property at _____

(hereinafter referred to as "Property Owners") recognize that the proliferation of non-indigenous and nuisance vegetation and trees, including but not limited to the Japanese black pine (*Pinus thunbergiana*), are having a deleterious impact upon the beach/dune system by replacing native species, damaging native trees and creating fire hazards as a result of an inordinate amount of fire prone tinder within the dunes, and

WHEREAS, the Borough and the Property Owners believe that it is in the best interest of the structural integrity of the dunes and the health, safety and welfare of the citizens of Stone Harbor to develop a plan for the thinning, trimming, removal and/or replacement of these non-indigenous and nuisance vegetation and trees, including but not limited to the Japanese black pine, together with the removal of dead and dying vegetation as a result of disease or insect action and the replacement of same with appropriate indigenous and native species which will enhance and fortify the dune system, and

WHEREAS, the Municipal Master Permit has been established, which grants private land owners and/or the Borough a General Permit Authorization to conduct such actions in accordance with criteria specified in the Dune Vegetation Management Plan. The creation of the Mater Permit and General Permit System will streamline the overall process and provide more efficient systematic approach to dune vegetation management, and

WHEREAS, as a result of the Beach & Dune Protection Ordinance adopted by the Borough of Stone Harbor, as required under the State Aid Agreement of 1994, it is unlawful to disturb, remove or redistribute sand or vegetation within the beach/dune area without full compliance with the Borough Dune Vegetation Management Plan. The application process pursuant to the Dune Vegetation Management Plan includes the preparation of an application and documentation by the Borough of Stone Harbor Natural Resource Committee, which must recommend the proposed action by way of a written report, which must then be submitted to the Stone Harbor Zoning Officer for final approval, and

WHEREAS, certain areas within the dunes containing non-indigenous and nuisance vegetation and trees, including but not limited to Japanese black pines, exists on both public and private land adjacent to one another, and

WHEREAS, given that the application process and preparation of supporting documentation, which will include professional expenses, can be time consuming and result in significant monetary expenditures, and

WHEREAS, as a result of the factors set forth above, the Borough and Property Owners agree that a joint application submitted by both the Borough and Property Owners and potentially other adjacent property owners, is the most efficient and effective manner to make said application under the Beach and Dune Protection Ordinance by utilizing the joint resources of the parties, requiring only one review by the Natural Resource Committee and providing for a larger and more comprehensive plan for the eradication of the non-indigenous and nuisance vegetation and trees;

NOW THEREFORE, by way of execution of this Memorandum of Agreement, the Borough and Property Owners do hereby agree as follows:

1. Borough and Property Owners have cooperated with one another in the submission of a joint application under the Stone Harbor Beach Protection Ordinance to the Stone Harbor Natural Resource Committee and Zoning Officer for permission to execute a plan for trimming, thinning, removal and/or replacement of non-indigenous and nuisance trees and vegetation at the parties' properties as set forth below:

Borough Property	Block	Lot
------------------	-------	-----

Property Owners Property	Block	Lot
--------------------------	-------	-----

2. The Parties have agreed to execute any and all documentation necessary to accomplish the purpose of this Memorandum of Agreement and to permit access to the subject properties by the parties' agents, as permitted by law, for purpose of creating the necessary supporting documentation submitted with the application.
3. The parties have agreed that all professionals necessary to complete the application, prepare the supporting documentation for the plan, make necessary appearances and complete the remedial work shall be retained by the Borough. The Professional whose estimates are attached to this Memorandum of Agreement as Exhibits "A" and "C" have been agreed upon by the parties. If the Borough intends to retain additional professionals, the Borough must obtain the written approval of the Property Owners.
4. The cost of the application process including application fees and escrows, notification and publication fees, professional fees including, but not limited to, engineering, planning, surveying, consulting and other necessary professional fees for representative of the Borough to coordinate, oversee, and inspect proposed work on the dune vegetation shall be the sole responsibility of the Property Owners. The Property Owners shall deposit with the Borough an agreed upon preliminary escrow amount in the sum of \$16,475.00 (\$2,500 already pre-paid) for the payment of professionals during the application and planning process and approved remedial

work. (See attached Exhibits "A" and "C") No Permit to commence remedial work shall be issued until the Borough has received the preliminary escrow amount.

5. Borough and Property Owners hereby acknowledge that the application and plan has been reviewed and approved by the Borough of Stone Harbor Natural Resource Committee which has issued a written report and with recommendations by correspondence dated _____, which was attached as Exhibit "B" and incorporated herein. The parties do hereby agree to proceed with plan for the trimming, thinning, removal and/or replacement of non-indigenous and nuisance trees and vegetation at the parties' properties in the manner set forth above and in full compliance with the Dune Vegetation Management Plan, the Remediation Plan submitted to the Natural Resource Committee and recommendations of the Natural Resource Committee attached hereto.
6. The financial obligations of the Property Owners shall extend beyond the cost of the preparation and prosecution of the application, plan and initial anticipated remedial work. Additional costs may include the cost of unanticipated remedial work, vegetation management, monitoring of replacement vegetation and additional costs of replacement vegetation in the event of unsuccessful plantings. In the event of unsuccessful plantings after the initial remedial work, the Property Owners shall have an affirmative obligation to permit and pay for supplemental plantings to comply with the approved plan. The Borough shall submit documentation of all professional and other expenses to the Property Owners who shall then reimburse the Borough said costs and fees within thirty days of the submission of said documentation. The Property Owners shall also bear the responsibility of properly watering new trees and vegetation as recommended by the Natural Resource Committee.
7. As this Agreement and the understanding of the parties contemplates a three (3) year monitoring period and a requirement of eight-five (85%) percent survival rate of the newly planted vegetation, in the event that title of the Property Owners land transfers, it is important to create a mechanism to put future property owners' on notice of the potential liability resulting from this Agreement. Accordingly, the Property Owners shall permit the Borough to file this memorandum of Agreement in the Cape May County Clerk's Office Book of Land Records evidencing the potential future financial obligations attached to the Subject Property pursuant to this Memorandum of Agreement.
8. In the event the Property Owner defaults on any provision or obligation contained in this Agreement by more than 60 days, or fails to actively participate and proceed with the Plan, the Borough, at its sole discretion, upon notice to the Property Owners, may deem this agreement null and void and terminate the process. The Borough shall return any unused escrow amounts to the Property Owners. Recommencement of the process thereafter shall require a new Memorandum of Agreement and the posting of a new application and escrow fees by the Property Owner.

9. In the event that the Borough expends fees and expenses in support of this agreement, and in reliance of the same, and the Property Owners does not satisfy its financial obligations to the Borough, the Property Owners shall be liable to the Borough for all attorney's fees and cost associated with any action to enforce the terms of this agreement together with the fees and expenses incurred.
10. Consideration for the Memorandum of Agreement is based upon mutual duties, obligations and responsibilities of the parties, each of whom has relied upon the promises and representations of the other in the execution of this agreement.
11. Execution of this agreement shall constitute a binding obligation on both parties to fully proceed with the entire project process which shall include the preparation of the application, preparation of all necessary supporting documentation, payment of all application fees and escrow expenses, payment of all professional fees, attendance at any required hearing, completion of approved remedial work and the payment of all monetary expenditures as agreed upon by both parties.

BOROUGH OF STONE HARBOR

Witness: _____

By: _____

Dated: _____

PROPERTY OWNER(S)

Witness: _____

By: _____

Dated: _____

Witness: _____

By: _____

Dated: _____

STATE OF NEW JERSEY, COUNTY OF CAPE MAY SS:

I CERTIFY that on _____,

_____ Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) Is named in and personally signed this Document:
- (b) Signed, sealed and delivered this document as his or her act and deed: and

STATE OF _____, COUNTY OF _____ SS.:

I CERTIFY THAT ON _____, 2016

_____ Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (c) Is named in and personally signed this document:
- (d) Signed, sealed and delivered this Document as his or her act and deed: and

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION AUTHORIZING CFO TO WITHHOLD FUNDS AS PER BOND CLAIM, SEVENSON ENVIROMENTAL SERVICES, INC.

WHEREAS, Watersolve, LLC , 5031 – 68th Street SE, Caledonia, MI 49316 filed a Municipal Mechanics Lien with the Borough on September 6, 2016 in the amount of \$269,564.36 which was the amount due on April 23, 2016; and

WHEREAS, a letter was received from Severson Environmental Services, Inc. giving authority for the Borough CFO to withhold \$275,396.17 from the next invoice submitted in connection with the Borough’s contract with Severson Environmental Services, Inc., per notice of the Bond Claim on file with the Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor in the County of Cape May, State of New Jersey, duly assembled in public session this 20th day of December, 2016 authorizes the Chief Financial Officer to withhold \$ 275,396.17 from the next invoice submitted by Stevenson Environmental Services, Inc. .

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, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor



December 12, 2016

Borough of Stone Harbor
9508 2nd Ave.
Stone Harbor, NJ 08247

Attention: James Craft, CFO

Regarding: Stone Harbor Maintenance Dredging Project, Stone Harbor, New Jersey
Sevenson Authorization Letter - Watersolve, LLC Subcontractors and Materialman's
Notice of a Bond Claim Bond No. 8233-07-56 in the Amount: \$275,396.17

Dear Mr. Craft,

Please be advised that the undersigned is the authorized representative of Sevenson Environmental Services, Inc. Sevenson acknowledges the Borough's receipt of the referenced Subcontractors and Materialman's Notice of a Bond Claim from Watersolve, LLC, one of the contractors on this project, in the amount of \$275,396.17. A copy of said bond claim is annexed hereto and incorporated herein.

Kindly consider this your letter of authority to withhold the sum of Two Hundred Seventy Five Thousand, Three Hundred Ninety Six (\$275,396.17) dollars and seventeen cents from the next payment due from the Borough of Stone Harbor to Sevenson Environmental Services, Inc.

This will further confirm our understanding that the Borough shall hold said sums in escrow pending a resolution of this matter by the parties in writing and the Borough's receipt of a joint signed authorization for release or a Court Order, issued by a court of competent jurisdiction, authorizing release of same.

Sevenson hereby agrees to hold the Borough of Stone Harbor harmless in its capacity as escrow agent and acknowledges that the Borough has no responsibility relative to the affirmative resolution of the claim in dispute between Sevenson Environmental Services, Inc. and Watersolve, LLC.

I, the undersigned, hereby warrant and represent that I have full authority to issue this authorization on behalf of Sevenson Environmental Services, Inc.

Sincerely Yours,

SEVENSON ENVIRONMENTAL SERVICES, INC.

A handwritten signature in black ink that reads 'Michael D. Crystal'. The signature is written in a cursive style with a large, prominent 'M' and 'C'.

Michael D. Crystal
Vice President of Operations



MUNICIPAL MECHANICS LIEN

To the **Borough of Stone Harbor**

*filed 9/6/16
by
Borough Clerk
CC: CFO
COWI
9/6/16*

- A. The name and residence or place of business of the claimant
Watersolve, LLC
5031 68th Street SE, Caledonia, MI 49316
- B. The amount claimed is \$ **269,564.36**
and from whom due **Sevenson Environmental Services, Inc.**
and due on **04/23/16**
and if not due when it will be due n/a
- C. The amount, as near as may be, of the demand after deducting all just credits and offsets
\$ **269,564.36**
- D. The name of the person by whom employed or to whom the materials were furnished and whether he is the contractor with the public agency or a subcontractor is
Sevenson Environmental Services, Inc.
- E. The general nature of the public work to which the contract relates
81st Street Marina, Stone Harbor, NJ 08247
Stone Harbor Municipal Marina
- F. The name of the contractor and the name of the public agency with which the contract was made
Sevenson Environmental Services, Inc.
- G. The labor was performed for, or materials furnished to, the contractor, and that they were actually performed or used in the execution or completion of the contract with the public agency
Labor performed **Partial Operation of Chemical Feed System, Partial Operation of Geotubes.**
Material provided **Chemicals, Geotubes, rental of feed equipment and hoses**

Verification

The statements therein contained are true to signors knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

8/12/16
Date

Gregg Lebster
Gregg Lebster, President for
Watersolve, LLC

State of Michigan
County of Kent

Acknowledgement On 8-12-16 before me, the signor, personally appeared
Gregg Lebster, President for Watersolve, LLC

personally known to me or proved to me the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DANA LENHART
Notary Public, State of Michigan
County of Kent
My Commission Expires Jul. 29, 2019
Acting in the County of KENT

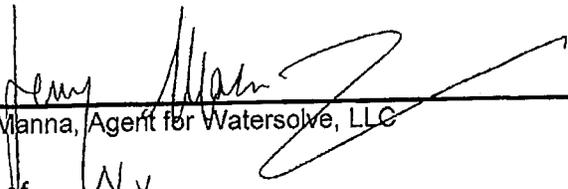
Dana Lenhart
Notary

Affidavit of Service by Certified Mail

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and Jerry Manna, Agent for Watersolve, LLC on 08/16/16 the undersigned served the within Municipal Mechanic's Lien on **Sevenson Environmental Services, Inc.** at 2749 Lockport Rd. Niagara Falls, NY 14305

by depositing a true copy of same, enclosed in a certified mail, postpaid, properly addressed wrapper, in an official depository of the United States Postal Service.

Sworn to before me on 08/16/16



 Jerry Manna, Agent for Watersolve, LLC
 State of Ny
 County of Westchester

Acknowledgement On August 16, 2016 before me, the signor, personally appeared Jerry Manna, Agent for Watersolve, LLC personally known to me or proved to me the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SUZANN MERZINGER
 NOTARY PUBLIC, STATE OF NEW YORK
 01ME6039172
 COUNTY OF WESTCHESTER
 EXP. DATE 03/27/2018

Notary 

<u>Municipal Mechanic's Lien</u>	
Claimant	Watersolve, LLC
Claimant's Address	5031 68th Street SE, Caledonia, MI 49316
	against
Owner	Borough of Stone Harbor
Claimant's Contractor	Sevenson Environmental Services, Inc.
Property Address	81st Street Marina Stone Harbor, NJ 08247
Amount	\$ 269,564.36

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Solar City Corporation, 206 West Parkway Drive, Suite #3 Egg Harbor Township, N.J. 08234 submitted \$ 203.00 permit fee for 240 – 106th Street; and

WHEREAS, Solar City Corporation has decided not to do the work at that address and has requested a refund, and

WHEREAS, the Zoning Officer has requested and approved the return of the following:

Amount paid	\$219.00
Plan review (20%)	-41.00
DCA	-16.00
Refund	\$162.00

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor on this 20th day of December, 2016 as follows:

1. That the sum of \$ 162.00 be refunded to Solar City Corporation.
2. That the Chief Financial Officer shall take any and all steps necessary to effectuate such refunds and shall make the proper adjustments to the financial records 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 theday of, 2016

.....

Borough Clerk

The above resolution approved this day of....., 2016

.....

Mayor



BOROUGH OF STONE HARBOR
CONSTRUCTION • ZONING
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247

TELEPHONE (609) 368-6813
(609) 368-6814
FAX (609) 368-0628

December 16, 2016

TO: Suzanne Stanford
Borough Clerk

FROM: Joanne Mascia *mm*

RE: Permit fee reimbursement

Please prepare a Resolution to reimburse Solor City Corp \$162.00 since they have requested same and are not going to do work.

Under the ordinances we keep the 20% of the fee for our plan review and we keep DCA since we already paid them.

Block: 105.03
Lots: 102.02
a/k/a: 240 106th Street
Permit #15-011640 - Fee paid was \$219.00

SOLAR CITY CORPORATION
206 West Parkway Drive Suite #3
Egg Harbor Township, NJ 08234
Attn: Permitting

Breakdown:

\$203.00 by 20% \$41.00 plus DCA \$16.00 = \$57.00

\$219.00 - \$57.00 = \$162.00

Thank you.

Handwritten notes:
Paid 219.00
57.00 { 41.00 Plan Review
16.00 DCA
219.00
57.00

162.00 refund

"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102



November 2, 2016

Stone Harbor Borough
(Attn: Construction Department)

NOTICE OF CANCELLATION

This letter is to certify our proposal to Install Solar (PV) at the property listed below has moved into cancellation status.

Raymond Sloan
RE: 240 106th St. #FR
Stone Harbor, NJ 08247
Permit # 15-11640
Block 105.03, Lot 102.01

Solar City Corporation and Raymond Sloan will not be moving forward with the proposed installation. We would greatly appreciate reimbursement for the permitting fees paid if applicable. Reimbursement can be sent to our local office listed below.

Solar City Corporation
206 West Parkway Drive Suite #3
Egg Harbor Township, NJ 08234
Attn: Permitting

If you have any questions/concerns, please contact myself directly at 609-576-8115 or lsplitt@solarcity.com.

Sincerely,

Lisa Splitt
Permit Coordinator

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED SERVICES FOR ALL EMERGENCY AND NON EMERGENCY DISPATCH CALLS FOR THE MUNICIPALITIES OF THE BOROUGH OF STONE HARBOR AND THE BOROUGH OF AVALON

WHEREAS, the Uniform Shared Services and Condominium Act, N.J.S.A. 40A:65-1, et. seq. provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Borough of Stone Harbor and the Borough of Avalon have negotiated and agreed upon the terms and conditions of such an Agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which Agreement is entitled "Shared Services Agreement for Dispatch Services"; and

WHEREAS, being of the opinion that entry into the Agreement will be beneficial to the residents of and visitors to the Borough of Stone Harbor, the Borough Council of the Borough of Stone Harbor is desirous of ratifying this agreement and authorizing its execution.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor that the Agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified.

1. All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
2. The Mayor and Borough Clerk be and hereby are duly authorized, empowered and directed to execute this Agreement with the Borough of Avalon for the shared emergency and non emergency dispatch services.

I, Suzanne Stanford, RMC, Municipal Clerk of the Borough of Stone Harbor, does hereby certify that the foregoing resolution was duly adopted in a Regular Meeting of the Borough of Stone Harbor, held this 20th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 2016.

Suzanne Stanford, RMC, Municipal Clerk

Suzanne Walters, Mayor

Approved: _____, 2016

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, 2016

.....
Borough Clerk

The above resolution approved this day of....., 2016

.....
Mayor

Suzanne Stanford

From: Marc DeBlasio <marc.deblasio@rve.com>
Sent: Monday, December 12, 2016 2:45 PM
To: Jill Gougher; Grant Russ; Suzanne Stanford
Cc: Elaine Benincasa; Matthew Abrams
Subject: Borough of Strone Harbor-Reconstruction of Golden Gate Road

We are proposing the following bid schedule for the above project for review and approval by the Borough:

1. Motion to Bid: December 20 Council Meeting
2. Advertised for Public Bid: December 23
3. Bid Opening: January 11 @10:00 am
4. Possible Council Award: January 17 Council Meeting

Please let me know if this works for the Borough. Thanks, Marc.

DISCLAIMER: This message and any documents attached contain confidential information and are intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail and any attached documents. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. Remington & Vernick Engineers, Inc., 232 Kings Highway East, Haddonfield, NJ 08033, www.rve.com.

Date Issued: December 23, 2016

Return Date & Time: January 27, 2016 by 4:00pm

Return To: Borough Clerk, 9508 Second Avenue, Stone Harbor, NJ 08247

BOROUGH OF STONE HARBOR REQUEST FOR QUALIFICATIONS TENNIS PRO/INSTRUCTOR

PUBLIC NOTICE BOROUGH OF STONE HARBOR SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that the Borough of Stone Harbor is accepting responses to request for qualifications for the Borough of Stone Harbor during the year 2017 for:

TENNIS PRO/INSTRUCTOR

All responses (one original and four copies) in sealed envelopes and clearly marked with "Tennis Pro/Instructor" and the name of the person/firm submitting same shall be submitted to Suzanne Stanford, Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247, no later than 4:00 p.m., January 27, 2017.

Responses are being solicited in accordance with the fair and open process as set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq.

A copy of the request for qualifications document may be obtained at the office of the Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247 Monday through Friday 8:30am to 4:00pm or on the Borough of Stone Harbor Municipal Website: stoneharbonj.org

SUZANNE C. STANFORD

Municipal Clerk

BOROUGH OF STONE HARBOR REQUEST FOR QUALIFICATIONS TENNIS PRO/INSTRUCTOR

REQUEST FOR QUALIFICATIONS FOR THE POSITION OF TENNIS PRO/INSTRUCTOR FOR THE BOROUGH OF STONE HARBOR FOR THE TIME PERIOD MAY 1, 2017 THROUGH OCTOBER 1, 2017

BACKGROUND

The Borough of Stone Harbor is soliciting qualifications from interested and qualified individuals/business entities to provide Tennis Pro/Instructor services to the Borough of Stone Harbor through the Recreation Department. The Borough of Stone Harbor may select one or more qualified tennis professionals for the provision of these services based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4, et. seq. In order to have a qualification considered by the Borough of Stone Harbor, an interested party must provide evidence that he/she/it satisfies the minimum requirements set forth in this Request for Qualifications (RFQ).

CONDITIONS APPLICABLE TO RFQ

Upon submission of a qualifications packet, the submitor acknowledges and consents to the following conditions relative to the submission and review and consideration of its submission:

- This document is an RFQ and does not constitute a Request for Proposals ("RFP").
- This RFQ does not commit the Borough to issue an RFP.
- All costs incurred by the submitor in connection with responding to this RFQ shall be borne solely by the submitor.
- The Borough reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all submitors responding to this RFQ from further consideration.
- The Borough reserves the right (in its sole judgment) to reject any submitor that submits incomplete or conditional responses to this RFQ, or a submission that is not responsive or contains errors to the requirements of this RFQ.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All submissions shall become the property of the Borough and will not be returned.
- All submissions will be made available to the public at the appropriate time, as determined by the Borough (in the exercise of its sole discretion) in accordance with law.
- The Borough may request submitors to send representatives to the Borough for interviews.
- The Borough may waive any technical non-conformance with the terms of this RFQ.
- The Borough shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.
- Any and all Submissions not received by the Borough by 4:00 p.m. prevailing time on January 27, 2017 will be rejected.

SECTION I Appointment of Tennis Pro/Instructor

The Borough of Stone Harbor may select, at its sole discretion, individuals or firms for this position, so long as those individuals or firms meet or exceed the minimum requirements set forth in Section II hereof, however, the Borough is under no obligation to select any firm even if qualified and will make any selection based on an overall evaluation of qualifications in the best interest of the Borough. Once an appointment is made, no substitution of personnel may be made without the express written consent of the Borough of Stone Harbor, which consent may be withheld in their sole discretion. The Borough of Stone Harbor reserve the right to appoint other Tennis Pro/Instructors to perform Tennis Pro/Instructor as the need may arise.

SECTION II Scope of Services

The Tennis Pro/Instructor will meet the following qualifications and perform some or all of the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the Borough of Stone Harbor and in the sole discretion of the Borough:

- Minimum of five years experience instructing tennis
 - Hiring of assistants and support staff for front office
 - Provision of equipment needed for all clinics, camps, lessons and tournaments
 - Coordinate schedule of any/all semi/private lessons in conjunction with Recreation Department; Court time subject to availability
 - Head/Assistant Pro on-site coordinator required during all programming; Staff schedule to be submitted to Recreation Director prior to summer program start date.
 - Offer daily and/or weekly programs for both juniors and adults for all levels
 - Host and organize three USTA sanctioned tournaments in the calendar year
1. Interested parties wishing to provide a qualification in response to the Borough of Stone Harbor's solicitation shall provide the following minimum information in its qualification, which qualification must be submitted at the location and within the time constraint set forth on page 1 of this document.
 2. Full name and business address of entity or person submitting the qualification and the name of the key contact person;
 3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;
 4. Number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;
 5. List of all individuals who, if selected, will provide services to the Borough of Stone Harbor, along with a summary of relevant experience of each such person;
 6. Number of years each individual has provided services to municipal entities in the State of New Jersey;
 7. A description of the services that will be provided to the Borough of Stone Harbor, in addition to those set forth in Section II above;
 8. A copy or description of the liability insurance policy maintained by the person/firm for the proposed calendar year;
 9. A statement and listing of fees to be charged and what portion of fees, with minimum of 23 percent, would be paid to the Borough of Stone Harbor in consideration of the award of a contract under this RFQ;
 10. A statement that the applicant complies with N.J.S.A 10:5-1, et. seq., (Law Against Discrimination) and P.L.1975, c. 127 (Affirmative Action Law of the State of New Jersey);
 11. The name and addresses of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one (1) municipal entity client;

12. A list and description of all service-related liability claims, if any, brought against the applicant during the past five (5) years;
13. Confirmation of appropriate Federal, State, and Local licenses, if any, required to perform these activities; and
14. **The applicant will provide the Borough of Stone Harbor with an original and four (4) copies of its qualification packet.**

SECTION III Basis of Award of Qualification

The Borough of Stone Harbor will qualify Tennis Pro/Instructor based upon qualifications, merit, cost competitiveness, references and experience relevant to the Borough of Stone Harbor. The final determination will be based **not only** upon the most advantageous price but also on other factors important to the Borough of Stone Harbor. The specific basis of award will include, but not necessarily be limited to, where applicable:

1. Documented evidence that the individual/firm fulfills all of the Minimum Qualifications as listed in Section II, paragraph A., and all of the information required under paragraph B., including, but not limited to, insurance policy, Affirmative Action Compliance and fees, are provided for review and consideration. Number your responses using the sequential order listed in paragraphs A and B of Section II.
2. Technical Criteria:
 1. Does the qualification demonstrate a clear understanding of the scope of work and related objectives?
 2. Does the qualification document knowledge of the issues and operations of the Borough of Stone Harbor, and how the proposed services will address these issues?
 3. Is the qualification complete and responsive to the specific requirements?
 4. Has successful past performance of the individual/firm and its principals been documented?
3. Management Criteria:
 1. How well does the qualification packet meet the Borough's needs?
 2. Does the individual/firm document a record of reliability of timely delivery of services?
 3. Does the individual/firm document municipal/State experience?
 4. Does the individual/firm document its availability to provide appropriate services?
 5. To what extent does the individual/firm rely on in-house resources vs. contracted services?
 6. Is the availability of in-house and contract resources documented?
 7. Documentation of experience in performing similar work by principles/employees?
 8. Does the individual/firm make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
 9. Does the vendor demonstrate cultural sensitivity in hiring and training staff?
- D. Cost Criteria:
 1. Relative Cost – How does the program/lesson cost compare to other similarly scored qualifications?
 2. Full Explanation – Is the price and its component charges, fees, etc., adequately explained and documented?
 3. Does the qualification include quality control and assurance programs?
 4. Does the individual/firm have the sufficient financial resources to meet its obligations?

All Tennis Pro/Instructor needs are and shall be subject to the availability of funds for the services in the Temporary and/or Final Budgets.

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION. PLEASE INITIAL BELOW, INDICATING THAT YOUR QUALIFICATION INCLUDES THE ITEMIZED DOCUMENTS. A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITIALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
Executed Proposer's Affidavit (form provided)	
New Jersey Business Registration Certificate	
Original and four (4) copies of completed package.	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Qualification: _____

Authorized Agent Name and Title: _____

Authorized Signature and Date: _____

DISCLOSURE STATEMENT

The attention of prospective proposer is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Stone Harbor or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest. In furtherance thereof, every proposer must disclose below, being a Borough of Stone Harbor Officer or employee or whether an immediate family member is a Borough of Stone Harbor Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the proposer or a member of the proposer's immediate family, or anyone having an interest in the proposer's business organization including their immediate family members, an officer or employee of the Borough of Stone Harbor?

NO _____ YES _____

* President, Vice President or Signature of Authorized Representative

Print Name _____

Title _____

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the qualification opening date, to the Borough Administrator, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247. (Kindly attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.**

NON-COLLUSION AFFIDAVIT

I, _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____, of the firm of _____ the (Title)
(Company Name)

proposer making this Qualification for the above named project, and that I executed the said Qualification with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action in connection with the above named project and that all statements contained in said Qualification and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey, County of Passaic, and the Borough of Stone Harbor relies upon the truth of the statements contained in said Qualification and in the statements contained in this affidavit in awarding the contract for the said project.

I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Company Name)

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name _____ Title _____ Date _____

FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.

AFFIRMATIVE ACTION REQUIREMENTS

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5- 31 et seq. and N.J.A.C. 17:27 REQUIRED AFFIRMATIVE ACTION EVIDENCE - PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten calendar (10) days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

- 1. A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.
OR
- 2. A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.
OR
- 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her qualification shall be rejected as non- responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AFFIRMATIVE ACTION AFFIDAVIT

(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the (City, Town, Borough) of _____ in the County of _____, State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

1. I am _____ of the firm _____ a contractor making a proposal upon the above named service.
2. _____ does not have 50 or more employees inclusive of all officers and employees of every type.
3. I am familiar with the Affirmative Action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P. L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and the rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, until an affirmative action plan is approved. I am also aware that the contract may be terminated and _____ may be barred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information report.

Signature of Authorized Representative

Name and Title

Subscribed and sworn to
Before me this _____ day of _____, 20_____

(Seal) Notary Public of New Jersey

My Commission expires _____, 20_____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:
The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ACKNOWLEDGED BY:

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name Title Date

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK
OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Legal Name of Bidder Date

Street Address / _____ / _____ / _____
City State Zip Code

Telephone # / _____ / _____
Fax # Email Address

CHECK TYPE OF BUSINESS ENTITY:

Limited Partnership _____ Limited Liability Partnership _____ Sole Proprietorship _____
Corporation _____ Limited Liability Company _____ Subchapter S Corporation _____
Partnership _____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class(es), or who own ten (10) percent or greater interest therein.

Address Name

Address Name

Address Name

If more space is required, continue listing on a separate page and include with bid submittal.

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name Title Date

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS QUALIFICATION.

HOLD HARMLESS AGREEMENT

BETWEEN: The Borough of Stone, 9508 Second Avenue, Stone Harbor, New Jersey 08247 AND

Contractor's Name

Address -- not a post office box

Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Stone Harbor.
2. The Contractor agrees to indemnify and hold harmless the Borough of Stone Harbor, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Stone Harbor may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Stone Harbor harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name	Title	Date
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AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Borough of Stone Harbor (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant therunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at it own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously

forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name Title Date

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this contract.

Name of Business: _____ (Print)

Name of Contact Person: _____ (Print)

Correspondence Address (including zip code): _____

Purchase Order Address (including zip code): _____

Payment Address (including zip code): _____

Telephone Number (including area code): _____

Fax Number (including area code): _____

E-Mail Address: _____ Employer I.D. # or S.S. #: _____

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

**BIDDER'S AFFIDAVIT
THIS AFFIDAVIT IS PART OF THE QUALIFICATION**

State of _____ County of _____

I, _____, (Print Name)

certify that I am the _____ (Title)

of the business entity submitting this bid/qualification; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/qualification on behalf of the business entity; and that all of the declarations and statements contained in the bid/qualification document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

NOTARY:

Subscribed and sworn to before me

at _____ this _____ day of _____ 200__

(Notary Public) (Seal)

DOCUMENT OWNERSHIP NOTICE

This document was prepared by the Borough of Stone Harbor (owner) and is provided solely to any vendor who has presented a written request for a copy of said document in order to participate in the qualification process. This document is not to be reproduced for distribution to other vendors regardless whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

ACKNOWLEDGED BY:

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name Title Date

Date Issued: December 23, 2016

Return Date & Time: January 20, 2017 by 4:00pm

Return To: Borough Clerk, 9508 Second Avenue, Stone Harbor, NJ 08247

**BOROUGH OF STONE HARBOR
REQUEST FOR QUALIFICATIONS AND PROPOSALS
MANAGEMENT OF THE 82nd ST RECREATION KITCHEN**

**PUBLIC NOTICE
BOROUGH OF STONE HARBOR
SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS AND PROPOSALS**

NOTICE IS HEREBY GIVEN that the Borough of Stone Harbor is accepting responses to request for qualifications and proposals for the Borough of Stone Harbor during the year 2017 for:

MANAGEMENT OF 82nd ST RECREATION KITCHEN

All responses (one original and four copies) in sealed envelopes and clearly marked with "Management of 82nd Street Recreation Kitchen" and the name of the person/firm submitting same shall be submitted to Suzanne Stanford, Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247, no later than 4:00 p.m., January 20, 2017.

Responses are being solicited in accordance with the fair and open process as set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq.

A copy of the request for qualifications document may be obtained at the office of the Borough Clerk, 9508 Second Avenue, Stone Harbor, New Jersey 08247 Monday through Friday 8:30am to 4:00pm or on the Borough of Stone Harbor Municipal Website: stoneharbonj.org

SUZANNE C. STANFORD

Municipal Clerk

BOROUGH OF STONE HARBOR REQUEST FOR QUALIFICATIONS MANAGEMENT OF THE 82nd ST RECREATION KITCHEN

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR MANAGEMENT OF THE 82ND STREET RECREATION KITCHEN FOR THE BOROUGH OF STONE HARBOR FOR THE TIME PERIOD MAY 1, 2017 THROUGH OCTOBER 1, 2017

GENERAL

The Borough of Stone Harbor is seeking an exclusive food vendor to operate the Recreation Department kitchen at 8100 Second Avenue, Stone Harbor. The vendor will be responsible for solely preparing and selling menu items in compliance with the New Jersey Department of Health. The kitchen is required to be in operation at minimum Monday-Friday from 9:00am-1:00pm, June 19, 2017 to September 1, 2017.

AUDIENCE

The Stone Harbor Recreation Department is host to various clinics, camps, programs/activities and leagues. These programs draw hundreds of guests throughout the duration of the day, and ranges from all ages.

OBJECTIVE

Each menu item should be prepared with consideration to its nutritional value to promote a balanced diet that is encouraged within the Recreation Department. The menus should also appeal to guests that may have special food restrictions or allergies to consider. The menu should not include items that may pose potential hazards to health. The menu should be designed to be sold individually and in to-go containers. There is no seating on premise designated for patrons whom are dining. The menu should include, but is not limited to, fruit smoothies, juices, whole fruit, pre-packaged yogurt, string cheese, protein/granola bars, and bottled water. All menu items must be coordinated through and with the consent of the Borough of Stone Harbor.

DETAILS

The Vendor will have access to the recreation facilities during the required time period except under extraordinary circumstances as may occur in the discretion of the Recreation Director, to provide the services required hereunder. The Vendor must provide their own detergent-sanitizer, stem thermometer, sneeze guards, serving containers, utensils, napkins, signage, and any other equipment necessary to executing the objective. The number of items to be cleaned shall be limited. The nature of warewashing shall be limited to batch operations for cleaning kitchenware such as between cutting one type of raw meat and another or clean up at the end of shift. The Vendor is responsible for coordinating with the Recreation Director to ensure compliance with the Cape May County Department of Health codes.

TERM

The term shall be for a period of one (1) year.

FINANCIAL RETURN TO THE BOROUGH

The minimum return to the Borough for this Vendor opportunity shall be \$1,500.00 for Bid Year 2017.

“BID PLUS” CRITERIA

This contract will be awarded based on the bid dollar amount plus other criteria, including but not necessarily limited to the design and nature of the menu; the fit of the menu to the program and Recreation Department goals; the quality of the items and the proposal in the discretion of the Borough. The Borough reserves the right to reject all bids in its sole discretion in the interests of the Borough.

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION. PLEASE INITIAL BELOW, INDICATING THAT YOUR QUALIFICATION INCLUDES THE ITEMIZED DOCUMENTS. A QUALIFICATION SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITIALS
New Jersey Sales Tax ID Number	
Copy of Certification of Liability Insurance	
Detailed menu and respective pricing	
Original and four (4) copies of completed package	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Qualification: _____

Authorized Agent Name and Title: _____

Authorized Signature and Date: _____