

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

**REGULAR MEETING**

**TUESDAY**

**November 21, 2017**

**4:30 p.m.**

**a. ORDINANCE 1510 – BUILDING CONSTRUCTION CHANGES INTRO**  
**(1) Lane**

**b. Resolution – Refund Utility Overpayment 100<sup>th</sup> LLC (2) Krafczek**

**c. Resolution – Refund Duplicate Tax Payment Hagman (3) Rich**

**d. Resolution – Authorize signatures for TWA Consent Forms (4)**  
**Krafczek**

**e. Out to Bid – Beach Concession - Advertise November 25, receive**  
**bids Thursday, December 14, 2017 at 11 am (5) Gallagher**

**f. Motion – Special Event – Grill Demonstration (6) Rich**

**g. Resolution – Closed Session COAH (7) Lane**

**h. Resolution – Approve COAH settlement agreement (8)**



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

AN ORDINANCE AMENDING CHAPTER 178 BUILDING CONSTRUCTION, ARTICLE III, SUB-SECTION 178-11  
OF THE GENERAL ORDINANCES OF THE BOROUGH OF STONE HARBOR

**WHEREAS**, Borough Council deems it to be in the best interest of the Citizens of Stone Harbor to amend the within Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council, the Governing Body of the Borough of Stone Harbor, New Jersey as follows:

**Section 1.** CHAPTER 178 Building Construction, ARTICLE III, entitled "Construction and Demolition during the Summer" is hereby amended as follows:

The following provisions shall be included as Sub-section 178-13 entitled ADDITIONAL SUMMER REGULATIONS:

- a. No demolition and no driving of pilings for the period July 1 until the Friday immediately following Labor Day (residential & business district)
- b. No work on any site prior to 8 am or after 6 pm at any time of the year. No heavy equipment prior to 9 am – July 1 through the Friday immediately following Labor Day
- c. No work at all on Sundays beginning July 1 through the Friday immediately following Labor Day  
No work at all on Memorial Day weekend (Saturday, Sunday and Monday)  
No work at all on Thanksgiving Day weekend (Thursday, Friday, Saturday and Sunday)  
No work at all on July 4<sup>th</sup>  
No work at all on Labor Day weekend (Saturday, Sunday and Monday)
- d. Only work related to interior work is allowed on Saturdays from 9 am to 5 pm from July 1 up to and including the Saturday after Labor Day.
- e. All Contractor information including Name, Address and Emergency Contact Numbers along with all permits issued must be prominently displayed in a waterproof box on the Construction site. Specific size and location of box shall be determined by Construction Office.

**Section 2.** If any portion of this Ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

**Section 3.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, are hereby repealed.

**Section 4.** This Ordinance shall take effect immediately upon final passage and publication as provided by law.

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

(2)

*Council Meeting: November 21, 2017*

**REFUND UTILITIES OVERPAYMENT**

**WHEREAS**, the Utilities Department charged 100<sup>th</sup> Street LLC for a 1” water installation in the amount of \$1,953 for the jobsite located at Block 96.03 Lot 111 A.K.A. 9622–9628 Third Ave; and

**WHEREAS**, during the installation the Utilities Department determined that the water line is ¾”; and

**WHEREAS**, the Utilities Collector requests a refund to 100<sup>th</sup> Street LLC in the amount of \$295.00; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that a refund check in the amount of \$295.00 be issued to 100<sup>th</sup> Street LLC % Kay Fitzgerald, 9601 Third Ave, Stone Harbor NJ 08247; and

**BE IT FURTHER RESOLVED** that the Tax/Utilities Collector make the proper adjustment in her records.

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

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the .....day of ....., 2017

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(3)

**RESOLUTION**

*Council Meeting: November 21, 2017*

**REFUND DUPLICATE TAX PAYMENT**

**WHEREAS**, duplicate tax payments were received by Wells Fargo Real Estate Tax Services LLC and Sturdy Savings Bank Direct Debit Authorization for the 4<sup>th</sup> Quarter 2017 tax installment on Block 83.04, Lot 132, Qualifier C0004, A.K.A. 331 83<sup>rd</sup> Street Unit 4; and

**WHEREAS**, the owners of record, Christopher & Theresa Hagman requested a refund be issued to them, and for their Direct Debit Authorization be deleted from the tax records; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that a refund check in the amount of \$787.17 be issued to Christopher and Theresa Hagman, 18 Lenfant Court, Glen Mills PA. 19342; and

**BE IT FURTHER RESOLVED** that the Tax Collector make the proper adjustment in her records.

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

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor

(4)

Suzanne Stanford

---

**From:** Jill Gougher  
**Sent:** Tuesday, November 07, 2017 7:14 AM  
**To:** Suzanne Stanford  
**Subject:** Fwd: Treatment Works Application  
**Attachments:** image002.png

Sent from my iPhone

Begin forwarded message:

**From:** "Edward Dennis, Jr." <[edward.dennis@rve.com](mailto:edward.dennis@rve.com)>  
**Date:** November 7, 2017 at 12:03:37 AM EST  
**To:** Jill Gougher <[gougherj@shnj.org](mailto:gougherj@shnj.org)>  
**Subject:** Treatment Works Application

Hi Jill,

We have a Treatment Works Application (TWA) for the pump station project that needs to be signed and sent to NJDEP.

Who usually signs these forms? You or Grant?

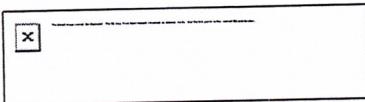
Also, do you have a blanket resolution authorizing TWA signatures? If not, we will need a resolution on the next agenda.

Let me know,  
Thanks

---

Edward D. Dennis Jr., PE, PP, CME  
Senior Associate | Regional Manager

REMINGTON & VERNICK ENGINEERS  
Pleasantville Office: (609) 645-7110 Ext. 1303  
Wildwood Office: (609) 522-5150 Ext. 1403  
Email Address: [edward.dennis@rve.com](mailto:edward.dennis@rve.com)



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Disclaimer: This message is intended only for the use of the individual or entity to which it is



REMINGTON  
& VERNICK  
ENGINEERS

RVE HQ:  
232 Kings Highway East  
Haddonfield, NJ 08033  
O: (856) 795-9595  
F: (856) 795-1882

November 8<sup>th</sup>, 2017

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

Attention: Jill Gougher, Administrator

**RE: Borough of Stone Harbor  
NJDEP – Treatment Works Permit Application  
93<sup>rd</sup> Street Wastewater Pump Station Replacement  
Our File: 0510U082**

Dear Ms. Gougher:

The purpose of this letter is to request your endorsement of the following items for the above referenced project:

- Treatment Works Approval Permit Application (TWA-1)
- Consent Form (WQM-003)

Please sign and date where indicated and return to our Haddonfield office to the attention of the writer. The check for the application fee was already obtained in previous correspondence.

Please note that this project is a replacement of the existing wastewater pump station located in the area around 93<sup>rd</sup> Street & 3<sup>rd</sup> Avenue and no new flows are anticipated.

For the WQM-003 form, please provide a sealed Stone Harbor Resolution authorizing yourself to endorse NJDEP forms.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

REMINGTON & VERNICK ENGINEERS

Richard B. Czokanski, P.E., BCEE, C.M.E.

RBC/ed/rm/rr

cc: Grant Russ, Public Works Director (via email)

[www.rve.com](http://www.rve.com)



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY

TWA - 1



Treatment Works Approval Permit Application

Refer to Instructions on Page 4 and Provide All Applicable Information. Please Print or Type.

1. APPLICANT/OWNER\*

Name Borough of Stone Harbor Telephone ( 609 ) 368-6800  
Permanent Legal Address 9508 Second Avenue  
City or Town Stone Harbor State NJ Zip Code 08247 E-mail GougherJ@shnj.org

\* Applicant/Owner should be the eventual owner of the proposed Treatment Works.

2. LOCATION OF ACTIVITY

Name of Facility/Site Borough of Stone Harbor  
Street Address/Location 93rd Street & 3rd Avenue, Stone Harbor  
Lot No. 123 & 125 Block No. 92.04  
City or Town Stone Harbor State NJ Zip Code 08247  
Municipality Stone Harbor County Cape May

3. NEW JERSEY LICENSED PROFESSIONAL ENGINEER

Name Richard B. Czekanski N.J. License No. GE 33255  
Name of Firm, if employee Remington and Vernick Engineers  
Mailing Address 232 Kings Highway East  
City or Town Haddonfield State NJ Zip Code 08033  
Telephone ( 856 ) 795-9595 Fax ( 856 ) 795-1882 E-Mail Richard.Czekanski@rve.com

4. ESTIMATED CONSTRUCTION COST AND APPLICATION FEE

- A. Cost of treatment works proposed in this application \$ 550,000.00  
(Attach a breakdown of the cost of all items related to the construction of the proposed treatment works).
- B. Application Fee \$ 7,040.00  
(In accordance with N.J.A.C. 7:1C-1.5 et seq., made payable to Treasurer, State of NJ, Environmental Services Fund).



7. APPLICANT'S AGENT (Optional)

I, Jill Gougher  
 (Applicant/Owner's Name)  
 authorize to act as my agent/representative in all matters pertaining to my application the following person:  
 Name Richard B. Czekanski Position Engineer  
 Address 232 Kings Highway East City Haddonfield  
 State NJ Zip Code 08033 Telephone ( 856 ) 795-9595  
Richard B. Czekanski 11-8-17  
 Signature of Agent Date Signature of Applicant/Owner Date

8. PROPERTY OWNER'S CERTIFICATION

I hereby certify that Borough of Stone Harbor  
 (Property Owner's Name)  
 owns the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works.

\_\_\_\_\_  
 Signature of Owner Date  
 Print or Type: Name and Position Jill Gougher, Borough Administrator

9. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT

I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted.

Richard B. Czekanski 11-8-17  
 Signature of Engineer Date  
 Print or Type: Name and Position Richard B. Czekanski, Professional Engineer

PROFESSIONAL ENGINEER'S  
 EMBOSSSED SEAL

**10. PROPER CONSTRUCTION AND OPERATION CLAUSE**

I, the Applicant/Owner, Borough of Stone Harbor agree that the treatment works will be properly constructed and operated in accordance with the engineering plans, specifications and conditions under which approval is granted by the Department of Environmental Protection.

\_\_\_\_\_  
Signature of Applicant/Owner

\_\_\_\_\_  
Date

Print or Type: Name and Position Jill Gougher, Borough Administrator

**11. CERTIFICATION BY APPLICANT/OWNER**

I certify, under penalty of law, that the information provided in this application and the attachments is true, accurate, and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate, or incomplete information, including fines and/or imprisonment.

\_\_\_\_\_  
Signature of Applicant/Owner

\_\_\_\_\_  
Date

Print or Type: Name and Position Jill Gougher, Borough Administrator

**INSTRUCTIONS FOR COMPLETING FORM TWA - 1**

This form should accompany all Treatment Works Approval permit applications.

1. **General Information** - (items #1 through #4, #6) Complete the requested applicant and project information.
2. **Other Required Permits** (item # 5) - Please list all permits issued for the subject project (in addition to the permits being applied for at this time).
3. **Signatures** (items #7 through #11) - All signatures must comply with N.J.A.C. 7:14A-4.9 and N.J.A.C. 7:14A-22.8. Where indicated under items #1, #10 and #11, the applicant/owner should be the eventual owner of the proposed treatment works. Item #8 shall be completed by the owner of the property.

***Should you need assistance in completing the application, please call the appropriate phone number listed below:***

♦ Bureau of Construction & Connection Permits (609) 984-4429 Municipal Treatment Works, Industrial Treatment Works, Sewer Extension, Sewer Ban Exemption, Subsurface Disposal Systems	♦ Bureau of Nonpoint Pollution Control (609) 633-7021 Alternate Design Septic Systems (design flow less than 2,000 GPD)
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STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Quality

Reset Form

**STATEMENTS OF CONSENT**

*A supplement to the TWA-1 or NJPDES-1 Forms*

**General Information**

Applicant/Owner/Operator

Location of Work Site

Name of Project/Facility

Type of permit application (TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable)

**A-1 Consent By Governing Body\*\***

(Consent by the municipality in which the project is located.)

As an authorized representative of the governing body, I hereby certify that the

(Name of Municipality or Municipal Authority)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.

Signed\* \_\_\_\_\_ Date

Type Name and Position

\* Cite authorization to sign for the governing body

Resolution#  Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.

**A-2 Consent by Sewerage Authority\*\***

As an authorized representative of this agency, I hereby certify that the

Borough of Stone Harbor, New Jersey  
(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position Jill Gougher, Borough Administrator

\* Cite authorization to sign for the agency

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

**A-3 Consent by Owner of Wastewater Treatment Facility\*\***

(For NJPDES/SIU applications only)

As an authorized representative of this agency, I hereby certify that the

\_\_\_\_\_  
(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

\* Cite authorization to sign for the agency

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different than the entity listed under A-2.

**B. Certification by Wastewater Conveyance System Owner\*\***

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority

Signed\*  Date

Type Name and Position

\* Cite authorization to sign for the governing body

Resolution#  Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

**C. Certification by Wastewater Treatment Facility Owner\*\***

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow\*\*\* to the   
(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by   
(Name of Treating Authority)

Signed\*  Date

Type Name and Position

Name of project and/or location

\* Cite authorization to sign for the governing body

Resolution#  Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

**B. Certification by Wastewater Conveyance System Owner\*\***

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority Cape May County Municipal Utilities Authority  
Signed\* [Signature] Date 10-24-2017  
Type Name and Position Tom LaRocco, Chief Engineer

\* Cite authorization to sign for the governing body

Resolution# 31-07 Dated 3-8-2007  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

- 1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.
- 2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

**C. Certification by Wastewater Treatment Facility Owner\*\***

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow\*\*\* to the \_\_\_\_\_  
(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by \_\_\_\_\_  
(Name of Treating Authority)

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

Name of project and/or location \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

\*\*\* For the purposes of this certification, committed flow means the sum of the 1) actual metered flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

### Additional Information (For TWA Applications)

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

### Lack of Consent\*

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

\* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.

**Suzanne Stanford**

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**From:** Jill Gougher  
**Sent:** Tuesday, November 07, 2017 7:14 AM  
**To:** Suzanne Stanford  
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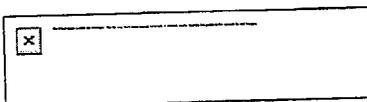
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Let me know,  
Thanks

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Edward D. Dennis Jr., PE, PP, CME  
Senior Associate | Regional Manager

REMINGTON & VERNICK ENGINEERS  
Pleasantville Office: (609) 645-7110 Ext. 1303  
Wildwood Office: (609) 522-5150 Ext. 1403  
Email Address: [edward.dennis@rve.com](mailto:edward.dennis@rve.com)



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Disclaimer: This message is intended only for the use of the individual or entity to which it is

(5)

BOROUGH OF STONE HARBOR  
9508 SECOND AVENUE  
STONE HARBOR NJ 08247



REQUEST FOR PROPOSAL  
FOR MANAGEMENT OF  
CONCESSION STANDS  
ON THE BEACH OF THE BOROUGH OF STONE HARBOR

## **BID SOLICITATION & SPECIFICATIONS**

### **Qualifications and Proposals** **for the Management of** **six (6) Concession Stands** **on the Stone Harbor Beach**

**BOROUGH OF STONE HARBOR - 2018**

#### **Introduction**

The Borough of Stone Harbor ("Borough") is issuing this Bid Solicitation for qualifications and proposals to be submitted by qualified persons or business entities to manage, on behalf of the Borough, six (6) temporary / seasonal Concession Stands at specified locations on the Stone Harbor beach.

The Concession Stands shall be used for the rental of beach conveniences such as beach chairs and umbrellas and other similar equipment to beach visitors, as well as for the sale of pre-packaged light refreshments and food items, defined as canned or bottled soft drinks, ice cream products, snack crackers and similar fare as approved by the Cape May County Board of Health. All goods shall be rented and/or sold from within the Concession Stands. Off-site storage shall be the responsibility of the Concessionaire.

The areas to be used for the Concession Stands are specified in this Specification, and shall be limited to the upper  $\frac{1}{3}$  of the usable beach (measured from the Spring High Water Line). Such areas are depicted on the map attached to this Specification.

The Borough has received a Coastal Jurisdictional Determination from the New Jersey Department of Environmental Protection to allow such Concession Stands on the beach. Such Determination includes specific conditions which are more fully described below.

The entity selected by the Borough to manage such Concession Stands ("Concessionaire") is required to comply with all permit conditions, federal, state and local laws and regulations, and is responsible for receiving any and all approvals which are or may be required. The Borough will support any application made by the Concessionaire.

The Borough will review all responses and select the respondent whose qualifications and proposal is deemed most responsive to this request. The selected respondent will be awarded a Concession Agreement for the provision of the services described herein, which Concession Agreement will reflect the terms of the successful proposal.

While six (6) Concession Stands are offered under this Specification, the Concession will be awarded to a single entity who will manage all six (6) Stands.

The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on price *plus other factors*. Such other factors are detailed in item 39 herein. Since the qualifications of the respondents are material to the Borough's selection of a Concessionaire, the award of the Concession shall not be assigned or otherwise transferred in any manner to any third party not identified in the response to this Bid Solicitation.

## Specifications

1. The Borough will provide the Concessionaire with six (6) Concession Stands, to be installed by the Borough, one each, on the beach at the general vicinity of the street ends at 83<sup>rd</sup> Street, 88<sup>th</sup> Street, 95<sup>th</sup> Street, 100<sup>th</sup> Street, 108<sup>th</sup> Street and 123<sup>rd</sup> Street as depicted on the map attached to this Specification.
2. Each Concession Stand shall be approximately eight (8) feet wide, sixteen (16) feet long and eight (8) feet high. Concession Stands will be self-contained, capable of being secured at night and not equipped to be mobile. The Borough will furnish each Concession Stand with electric power, but the Concessionaire will be responsible to pay for actual electric usage.
3. Once installed, the Concessionaire shall be permitted to sell pre-packaged food and beverages as approved by the Cape May County Board of Health and rent beach chairs and umbrellas to beach visitors.
4. All items to be rented or sold from the Concession Stands shall be pre-approved by the Borough's Beach and Recreation Committee ("Committee") in accordance with item 28 herein.
5. The Concessionaire may, at his discretion, utilize mobile sales equipment (vending carts) to sell the items described herein. Such equipment shall be kept clean and in good repair, and its use shall conform in all respects to the various controls contained in this Specification, including, but not limited to, items 26 and 27 herein.

Such equipment may be utilized upon the entire beach front.

6. The sale of sandwiches, hot dogs, hamburgers, pizza, etc. is permitted as approved by the Cape May County Board of Health, as is the sale of beach equipment, beach supplies, toys and other items. Other than straws and napkins, the use of paper products (cups, plates, etc.) is prohibited.
7. Weather permitting: Concessions shall commence on the Saturday prior to Memorial Day (May 26th for 2018) and shall cease at the close of the beach on Labor Day (September 3rd for 2018). Between such dates, the Concessions may be open during the week but must be open on Saturdays and Sundays. Between June 11, 2018 and the close of the beach on Labor Day, Concessions shall be open seven (7) days a week.
8. Concessions shall be open and ready for business between 10:00 a.m. and 5:00 p.m. daily, but shall be permitted to close if a beach is closed and its lifeguards are no longer in attendance.
9. The Concessionaire shall maintain the Concession Stands in good condition throughout the season, and shall immediately contact the Borough should repairs or re-painting be required.
10. Other than that applied by the Borough, no graphics, lettering or other decorative or functional markings on the outside of the Concession Stands is permitted.

11. Prior to taking possession of the Concession Stands, the Concessionaire shall deposit the sum of \$1,000.00 with the Borough Clerk as a security deposit. Such deposit shall be held without interest and will be forfeited if the Concession Stands are not vacated and returned to the Borough in satisfactory condition, normal wear and tear excepted, at the close of the beach on Labor Day. Any item remaining in a Concession Stand at such time shall become the property of the Borough and the Borough may, at its sole discretion, utilize the security deposit for the removal and disposal of an item so remaining.

12. The Concessionaire shall be entitled to place its inventory of items offered for rent on the beach within a reasonable "Concession Area" surrounding each Concession Stand. Each Concession Area shall be determined by the Committee under the process detailed in item 28 herein.

Each Concession Area, as approved by the Committee, must be open to the public and shall not prevent reasonably convenient access from the bulkhead to the Ocean or along and across (east and west) the public beach.

13. The Concessionaire shall assure that the beach in the vicinity of the each Concession Stand is clean and free of all cans, paper and any other loose debris resulting from the sale or rental of any product for a distance of two hundred (200) feet (one block) in all directions from each Concession Stand, up to but not extending beyond a bulkhead. This requirement shall include the periodic policing of the area as necessary or as directed by any authorized Borough employee. In so doing, the Concessionaire shall use all reasonable care to avoid entering upon or causing damage to the dunes.

14. The Borough shall supply one (1) trash and one (1) recycling receptacle for each Concession Stand. The Concessionaire shall be responsible to furnish as required, suitable plastic liners (2 mil thickness, minimum) for each Borough supplied receptacle.

15. The Concessionaire shall be responsible for emptying the trash and recycling receptacles as needed to prevent the overflow, and shall check on the status of each receptacle routinely throughout the day. In emptying the receptacles, the Concessionaire shall remove and suitably secure the openings of the plastic liners, and carry all filled plastic liners to the area at the street end between the bulkhead and the yellow line marking the "No Parking". At the end of each business day, the Concessionaire shall transport all such filled liners to a specified area at the Borough Maintenance Yard, located at 81<sup>st</sup> Street and Third Avenue.

All recyclable materials utilized by the vendor will be recycled through the Borough recycling program.

16. The Concessionaire shall be permitted to park in said "No Parking" area only for as long as is reasonably required to load / unload vehicles necessary to supply the Concession Stands and to load a vehicle with filled liners. In no case shall any vehicle remain parked therein for a period in excess of thirty (30) minutes.

## **Term**

17. The term of the Concession Agreement shall be for a period of two (2) years  
**Financial Return to the Borough**

18. The minimum return to the Borough for this Concession opportunity shall be \$65,000.00 for Bid Year 2018 and \$70,000.00 for Bid Year 2019. Respondents are free to propose additional sums at their discretion.

19. Responses to this Bid Solicitation shall include a certified check, bank draft or cash in the amount of at least ten percent (10%) of the minimum bid for Bid Year 2018. The balance of the amount actually proposed for Bid Year 2018 shall be paid to the Borough Clerk as follows:

- 30% of the total 2018 bid by 21<sup>st</sup> of May, 2018
- 30% of the total 2018 bid by 21<sup>st</sup> of June, 2018
- 30% of the total 2018 bid by 20<sup>th</sup> of July, 2018

20. The balance of the amount actually proposed for the Year 2019 shall be paid as follows:

- 20% of the total 2019 bid by 20<sup>th</sup> of February, 2019
- 20% of the total 2019 bid by 20<sup>th</sup> of May, 2019
- 30% of the total 2019 bid by 20<sup>th</sup> of June, 2019
- 30% of the total 2019 bid by 19<sup>th</sup> of July, 2019

21. A written Concession Agreement between the Borough and the Concessionaire shall be executed by both parties within thirty (30) days of the award of the bid by Borough Council.

## **Insurance Requirements**

22. The Concessionaire shall carry General Liability insurance in the minimum amount of \$1,000,000.00, which policy shall insure the Concessionaire and the Borough against all claims for damage to property or bodily injury, including death, which may arise from or in connection with the Concessions described herein. The Concessionaire shall also carry appropriate Worker's Compensation coverage.

The format of such insurance shall be acceptable to the Atlantic Cape May Municipal Joint Insurance Fund.

The insurance shall be issued by an insurance company which is authorized to transact business in the State of New Jersey, and which is rated no less than "A" in the current edition of Best's Guide Such insurance.

Such policy shall name the Borough of Stone Harbor, its officers, staff and relevant consultants, and the New Jersey Department of Environmental Protection as additional insureds, and shall remain in full force and effect from the time the

Concessionaire takes possession of the Concession Stands units such Stands have been removed from the beach as provided for herein.

Such policy shall not be terminated or canceled prior to its normal expiration date without 60 days' advance written notice to the Borough.

Additionally, the Concession Agreement shall include appropriate Hold Harmless and Indemnification provisions in favor of the Borough, its officers, staff and consultants. The precise language of such provisions shall be provided by the Borough within such Agreement.

23. The Concessionaire, upon execution of the Concession Agreement and shall provide the Borough with the proof of such insurance policy in the form of an insurance certificate approved as to form by the Borough Solicitor, which shall be delivered, along with a receipt showing the payment of the premium for the particular year, to the Borough Clerk.
24. The Borough assumes no risk for any loss or damage to the Concession Stands or to any merchandise or other property installed, stored or otherwise located therein. All such risk shall be assumed by the Concessionaire. The Concessionaire is strongly encouraged, but is not required, to obtain appropriate insurance for such loss or damage.
25. In order to insure public safety, the Concessionaire shall remove all inventory and other non-Borough property associated with all Concession Stands upon 24 hour notice by the Borough in instances of pending inclement weather.

The Borough assumes no risk for any loss of business or revenue due to inclement weather, the closing of beaches for environmental purposes or other unforeseen occurrences. The Concessionaire is strongly encouraged, but is not required, to obtain appropriate business interruption insurance for such occurrences.

### **Concession Management**

26. While the management of the Concession Stands shall be the sole responsibility of the Concessionaire, this Concession program is being sponsored by the Borough. As such, the appearance of the Concession Stands and the conduct and deportment of the personnel working therein directly reflects back on the Borough and its officials, and will have the ability to significantly impact the family-oriented nature of the Stone Harbor Beach and, by extension, the Borough's economy as a whole.

In order to ensure the family-friendly atmosphere intended, the Concessionaire shall agree, and the Concession Agreement shall include language specifying:

*The Concessionaire shall not display, rent or sell any item depicting, graphically or in text, language, gestures or intent which, according to accepted standards of decency, are deemed lewd, obscene or offensive, or are intended for adult audiences.*

*A request by any Municipal Official to remove any item from display shall automatically constitute a violation of this paragraph. The Concessionaire shall immediately comply with any such demand. Any breach of this provision shall be*

*considered a material breach of the Concession Agreement, and such official shall have the right to demand removal of any such item on display. The Concessionaire shall immediately comply with such demand or shall face immediate closure, subject to all remedies available at law or equity.*

27. Staffing of the Concession Stands shall be determined by the Concessionaire. The Concessionaire and any of his, her or its employees shall be required to wear, at all times when the Concessionaire and his, her or its employees are at the Concession Stands while the Stands are open for business, a short-sleeved collared (golf-type) shirt or t-shirt and long or short pants. No bathing suites are permitted. A baseball-type hat is optional. The only graphic permitted on such clothing shall be the Concessionaire's logo.

28. The Concessions, in all its aspects, shall be managed and conducted in a professional manner and shall be subject to the oversight and approval of the Committee, which approval shall not be unreasonably withheld. These aspects include the manner and method in which all products are to be sold or rented, including the charges to be made therefor. The Concessionaire shall submit a listing of all items to be sold or rented, and the prices to be charged for the same, to the Committee for approval sixty (60) days prior to taking possession of the Concession Stands.

In amplification of the above, the Concessionaire shall submit to the Committee, no later than sixty (60) days prior to taking possession of the Concession Stands, a site plan depicting each Concession Area, graphics depicting all Concession-related items and such narrative and other information as may be required to address, without limitation, the nature, types and number of items to be rented and/or sold at each Concession Stand, the rental and sales prices for each such item, the method of inventory storage (both during business and non-business hours) and other pertinent physical and management elements of the Concession as may reasonably be requested by the Committee.

The Committee shall review such documentation and shall approve or disapprove same, no later than thirty (30) after submission. In conducting its review, the Committee may, at its discretion, enlist the assistance of the Borough's Police Department, Beach Patrol and Health Inspectors. If disapproved, the Concessionaire shall revise such documentation in accordance with the requirements of the Committee. No activity of any sort related to the Concession shall be commenced without the approval of the Committee as described herein.

#### **General**

29. The Concessionaire shall be responsible for the full performance of all the terms and conditions of the Concession Agreement, and for the proper conduct and management of the Concessions at all sites at all times, including the removal of debris and cleanliness of the prescribed area; and for the conduct and behavior of all employees while in the performance of duties in connection with the Concession Agreement.

30. The Borough reserves the right to terminate the Concession Agreement, or its renewal forthwith, upon the breach of any of the provisions of the lease upon five (5) days written notice to the Concessionaire, reciting the alleged charge or charges. Said

notice may be made by certified mail to the address furnished by the Concessionaire with his bid, or may be personally served upon any of the Concessionaire's agents, employees or subcontractors at any of the Concession Sands.

The Concessionaire may request an informal hearing before the Committee, in connection with said termination, by submitting to the Borough Clerk a written request therefore within three (3) days of receipt of said notice. In the event that such a request is submitted, the Concessionaire shall be bound by the terms of the Concession Agreement until the hearing is concluded. A hearing shall be held within seven (7) days of receipt of said request at which the Concessionaire and the Borough may present testimony as appropriate and relevant. The Committee shall deliberate in executive session following the testimony and then present, through the Committee Chair, its decision on whether to uphold the termination of the Concession Agreement or reinstate the Concession Agreement. The Committee need not render any finding of facts in connection with its decision.

31. The Borough, its agents, employees or other representatives, shall have the right to enter into and upon the Concession Areas and Concession Stands, or any part or parts thereof, at all reasonable hours, for the purpose of examining and inspecting same and making such repairs or alterations as may be necessary for the safety and preservation of the Concession Stands. This provision shall not be construed as an obligation on the part of the Borough to make such inspection. Nothing herein shall preclude the right of inspection by the State of New Jersey.
32. The Borough reserves the right to rescind and/or revoke any Concessionaire's Agreement executed with any respondent to this Bid Solicitation should, in the sole opinion of the Borough, any of actual Concession components fall short of those contained in the response to this Solicitation.
33. The Concessionaire shall be bound by the Anti-Discrimination Laws of the State of New Jersey as follows:
  - a. The Concessionaire shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Concessionaire will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 of training, including apprenticeship. The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause;
  - b. The Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of the Concessionaire, 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 or sex;

c. The Concessionaire shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Concessionaire's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **Selection Process**

34. The Borough is issuing this Bid Solicitation under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on *price plus other factors*.

35. The Borough will review all responses to the Bid Solicitation and rank each based upon the selection criteria detailed in items 38 and 39 herein. The successful respondent shall be the entity who, in the sole opinion of the Borough:

- is most qualified; and
- Whose financial proposal represents the best overall return to the Borough.

36. The Borough reserves the right to make no selection should it decide, in its sole discretion, that none of the respondents is qualified or that no response sufficiently achieves the goals of this Bid Solicitation. In such case, the Borough reserves the right to reissue this Bid Solicitation ~ in its current or modified form ~ or withdraw this Solicitation in its totality.

### **Submission Requirements & Selection Criteria**

Respondents shall address each item on separated pages, clearly labeled with page dividers corresponding to the number of the factor addressed.

37. Financial return to the Borough 1) for Bid Year 2018 and 2) for Bid Year 2019.

38. In addition to the financial return, the evaluation and ranking of the qualitative components of each Bid Solicitation response will be based upon the following selection criteria. The Borough reserves the right to interpret said criteria as it sees fit.

- (a) The strength of the respondents' organizational and management structure as demonstrated by its business reputation, professional capability and past performance, including experience in owning, managing or otherwise operating retail and/or food and beverage outlets similar to that described herein:

Respondents shall provide:

- Evidence demonstrating general and retail / Concession-related experience and qualifications;
  - Actual, color visuals of each comparable retail / Concession owned or managed by the respondent. Such information may be provided via DVD / video, still photography, on-line materials or other appropriate media;
  - Experience summaries principal and management personnel.
- (b) The financial capability of the respondent as represented by the strength of its current financial position and its ability to obtain the financing necessary for the Concession as detailed herein:

Respondents shall provide evidence of their ability to obtain the requisite financing for the Concession as proposed. Include Letters of Commitment, names and addresses of financial references and any other named sources of debt and/or equity financing as may be required. ***Personal information shall be kept STRICTLY CONFIDENTIAL.***

- (c) The proposed Concession (and related) concept(s):

Respondents shall provide a conceptual site plan, conceptual graphics and narrative generally consistent with the requirements of item 28 herein, including specific rental and sale items, anticipated pricing and related issues.

- (d) A plan for security of the Concession Stands during non-business hours.
- (e) The extent to which the proposal requires installation of electric service to any or all Concession Stands.
- (f) The proposal for the resupply the Concession stands during operation and the proposed storage areas for supplies and related items.
- (g) Additional material which may demonstrate special or unique qualifications for being selected for this opportunity.

Respondents may submit any additional material which may demonstrate special or unique qualifications for being selected for this opportunity. Successful similar experience will be given special consideration.

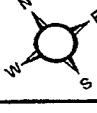
**EXHIBIT**

BID SPECIFICATIONS  
 BEACH CONCESSION STANDS  
 BOROUGH OF STONE HARBOR  
 CAPE MAY COUNTY, NEW JERSEY  
 CONCESSION STAND LOCATION MAP

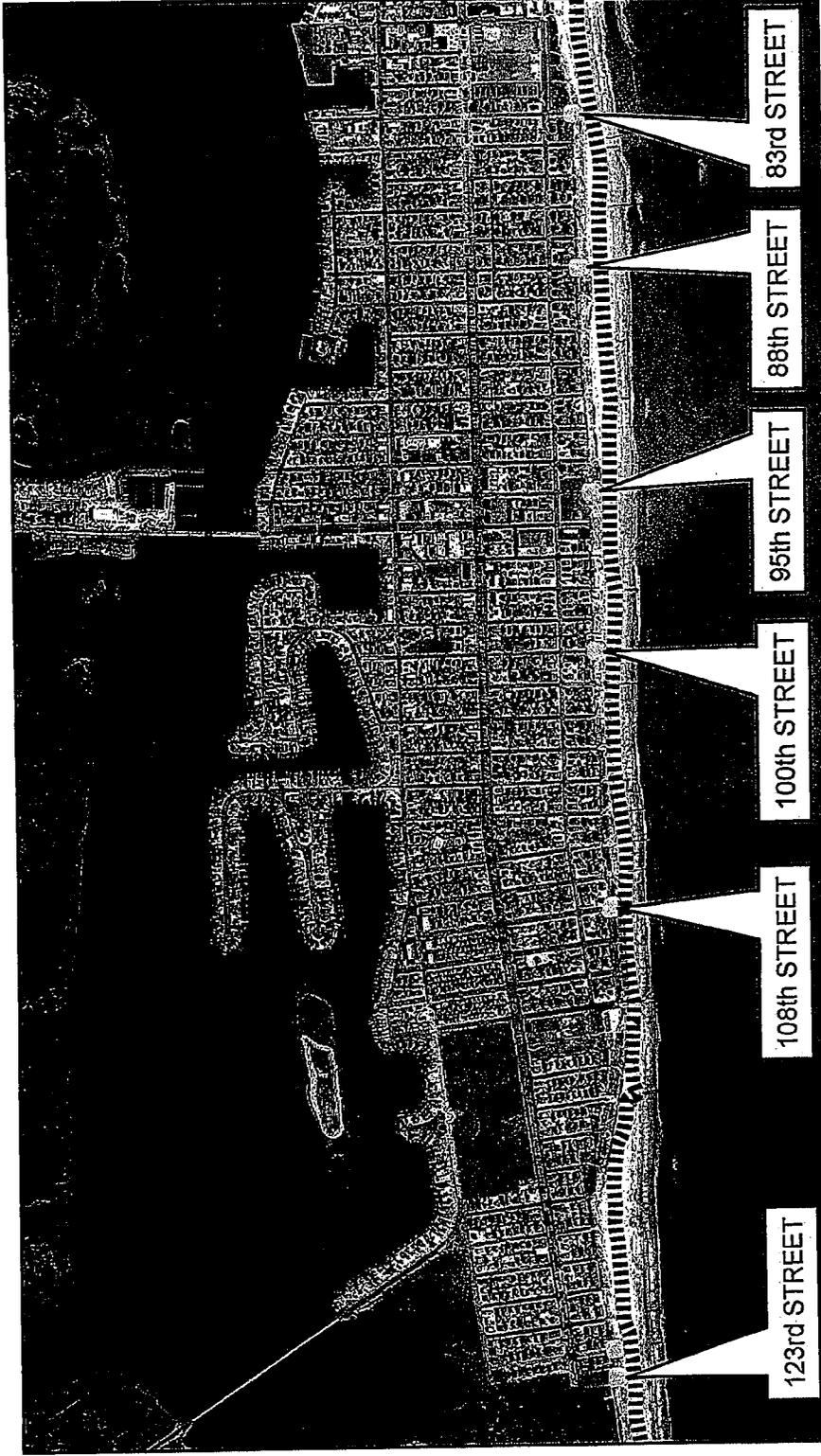

REV. DATE

REVISIONS

DATE: 4/30/13  
 SCALE: N.T.S.



REMINGTON, YERNICK & WALBRUG ENGINEERS  
 824 N. MAIN STREET, HICKSANTWALE, NJ 08220  
 (609) 842-7170, FAX (609) 842-7070  
 WEB SITE: WWW.RNYE.COM  
 ENGINEERING EXCELLENCE SINCE 1901



**THE** SPRING HIGH TIDE LINE

CONCESSION STAND LOCATIONS (UPPER 1/3 OF USABLE BEACH\*)

\* MEASURED BETWEEN BULKHEAD & SPRING HIGH TIDE LINE

**NOTICE TO BIDDERS  
BEACH CONCESSION STANDS  
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY**

Sealed bids for the management of six (6) Concession Stands on specific beach land owned by the Borough of Stone Harbor, New Jersey to be used for the rental of beach chairs and umbrellas and the sale of pre-packaged refreshments will be received by the Borough Clerk at 11:00 a.m. on Thursday, December 14<sup>th</sup>, 2017 at which time they will be opened and read aloud.

The term of the Concession is for two years, 2018 and 2019

Minimum amount of the bids shall be \$65,000 for Bid Year 2018 and \$70,000 for Bid Year 2019. Bidders may elect to submit higher numbers at their discretion.

Each bidder shall supply with his, her or its bid a certified check, cashier's check and/or cash in the amount of 10% of the bid, which will be applied to the proposed Bid Year 2018 payment. However, in the event the successful bidder fails to execute a Concession Agreement with the Borough and deliver a copy of the required insurance as provided in the Borough's Bid Solicitation & Specifications, the deposit shall be forfeited to the Borough as liquidated damages and not as penalty.

The terms and conditions under which this Concession is being offered, and the manner and methods under which the proposed business is and shall be conducted, are set forth in the Bid Solicitation & Specifications prepared by the Borough and on file in the Office of the Borough Clerk, Borough Hall, 9508 Second Avenue, Stone Harbor, New Jersey. **Copies of the bid documents may be obtained from the Borough Clerk at 9509 Second Avenue, Stone Harbor, New Jersey or on our website at <http://www.stone-harbor.nj.us/>.**

A Concession Agreement will be awarded to the successful bidder under the Competitive Contracting process in lieu of public bidding under the New Jersey *Local Public Contracts Law*, specifically N.J.S.A. 40A:11-4.1 j. Under this process, the Borough is able to evaluate proposals and select the Concessionaire based on price *plus other factors*. Such other factors are detailed in the Bid Solicitation & Specifications.

The successful bidder will be required to comply strictly with the terms and conditions set forth in the Bid Solicitation & Specifications. At the time of the submission of the bid, each bidder shall supply a list of names and addresses of all persons having a 10% or more interest in the bidding company, pursuant to the requirements of Chapter 33 of the Laws of 1977.

Bidders are required to comply with the Anti-Discrimination Laws of the State of New Jersey, in particular with the requirements of Chapter 127 of the Laws of 1975. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 are hereby incorporated in the Bid Solicitation & Specifications and the Concession Agreement with the successful bidder by reference.

The Mayor and Council reserve the right to accept or reject any and/or all bids and reserve the right to waive any informality in a bid.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder marked "Bid for the Concession Stands" and addressed to **Ms. Suzanne Stanford, Clerk, Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey 08247.**

By Order of the Borough of Stone Harbor  
Suzanne C. Stanford, Borough Clerk

Dated: November 27<sup>th</sup>, 2017

## **BIDDER'S CHECKLIST**

**The following checklist is provided for each bidder to check off documents submitted with their bid:**

- A. **Stockholder Disclosure Statement** - properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock **(Required)**
  
- B. **Non Collusion Affidavit** properly notarized. **(Required)**
  
- C. **New Jersey Business Registration Certificate (BRC)** **(Required)**
  
- D. **Affirmative Action Evidence** **(Required)**
  
- E. **W-9 Form** **(Required)**
  
- F. **Rental of Beach Concession Bid Proposal** **(Required)**
  
- G. **Authorized Signatures on all forms**

STATEMENT OF OWNERSHIP

No bid will be considered unless this form is completed and is submitted with the bid. The laws of New Jersey (N.J.S. 52:25-24.2) prohibit the award of a contract if you fail to comply with this requirement.

- CHECK THIS BOX if the bidder is a business owned by one person, and is not a corporation or partnership. Insert name and address of owner below at (A)
  
- CHECK THIS BOX if the bidder is a partnership owned by two or more persons, and is not a corporation. Insert name and address of each owner of 10% or more interest in the partnership below at (A), (B), Etc.
  
- CHECK THIS BOX if the bidder is a corporation. Insert name and address of each owner of 10% or more of the corporate stock below at (A), (B), etc and give the state of the incorporation.

	% of Ownership
A. Name _____	_____
Address _____	
B. Name _____	_____
Address _____	
C. Name _____	_____
Address _____	
D. Name _____	_____
Address _____	
E. Name _____	_____
Address _____	
F. Name _____	_____
Address _____	

INCORPORATED IN THE STATE OF \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Name: \_\_\_\_\_



## **BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

ALL GOVERNMENT CONTRACTING UNITS IN New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2004 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof that registration to the contracting agency before the contracting agency may enter into a contract with the business.

The purpose of contractor registration (which is separate from the requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts. Businesses, particularly out of state businesses, competing with New Jersey based businesses often do not pay the required taxes. Thus, unregistered businesses take unfair advantage of New Jersey Businesses and deprive the State of its rightfully due taxes.

“Proof of Registration” means a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue. No other form can be substituted; it must be this form.

**Contractors must obtain proof of registration from their subcontractors.**

**EXHIBIT A**  
**N.J.S.A. 10:5-31 AND N.J.A.C 17:27**  
**MANDATORY EQUAL OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 of Compliance Officer setting for the provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitation 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, marital status, affectional or sexual orientation or sex.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 American with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, race, creed color, national origin, marital status, affectional or sexual orientation 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 applicable 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, marital status, affectional or sexual orientation 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 good 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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

BID PROPOSAL FORM  
RENTAL OF BEACH CONCESSION LOCATIONS  
BOROUGH OF STONE HARBOR, CAPE MAY COUNTY, NEW JERSEY

Bid Year 2018

Bid Year 2019

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

(6)

Date of Application 10-19-17



### Borough of Stone Harbor 2017 Special Events Application

Name of Event: Grill Demonstration

Date of Event: 11-24-17

Time of Event: 10 am (11-3pm)

Type of Event:  Festival  1K / 5K / Athletic / Bike Race / Marathon

Other COOKOUT DEMO

The Borough of Stone Harbor requires all organizations, corporations, and/or individuals planning to stage an event to file an official application with the Clerk's Office. No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough of Stone Harbor Municipal Code: Chapter 275. A non-refundable application review fee shall be paid to the Borough Clerk when the application is filed. There shall be a fee charged to each organization operating a special event. A contract will then be executed stating the terms and conditions in which both parties will adhere to. Sanction of the event is contingent upon approval from the Borough and its officials. Special events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for special event permit. Such special events shall be governed by applicable Borough policies. Borough Council retain the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

#### APPLICATION REVIEW FEES

- \$50 if filed prior to 60 Days of event
- \$75 if filed prior to 30 Days of event
- \$125 if filed prior to 15 Days of event

Organization is responsible for the non-refundable application review fee. Additional event and public land fees may apply. You will be notified of any applicable fees following the review of your application.

#### 2017 EVENT FEES

5k: .....	\$150 (0-250 Participants)	10k or Triathlons .....	\$500
(Designated Route Only)	\$250 (250-500 Participants)		
	\$500 (500 Participants or More)		

Event Fees.....\$250 Per Day (1000 Participants and Under) / \$500 Per Day (1000 Participants and Over)

Seasonal use of facilities by Local Schools .....\$1500 per season / \$750 per season for each additional sport  
(No Application Review Fee is required)

Use of 80th St. Fields .....\$250 per day (Before Friday of Memorial Day and after Labor Day)

Use of 80th St. Fields .....\$500 per day (first two days) / \$250 per each additional day (Memorial Weekend-Labor Day Weekend)

Use of Recreation Support Building (82<sup>nd</sup> & Second Avenue).....\$300

Chamber of Commerce .....\$60 per event

**APPLICANT INFORMATION**

- 1) Name of Organization: Seashore Ace
- 2) Address of Organization: 240 96th St. Stone Harbor
- 3) Contact Person: Scott Fisher Phone: 609-368-3191
- 4) Email: feedback@seashoreace.com
- 5) Is your organization tax exempt? Yes Tax ID # 221776111
- 6) Is this a non-profit event?                      NJ Registered Charitable Organization #

**CERTIFICATE OF INSURANCE**

Events are required to provide the Borough of Stone Harbor with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Borough of Stone Harbor as an "Additional Insured." A copy of the Additional Insured Endorsement page(s) must be provided with the certificate. The policy must be current and not expire before or on the dates of the event.

**REQUIREMENTS**

**I. LOW HAZARD** *Indoor/outdoor meetings, picnics & social gatherings (no alcohol)*

- A. Commercial General Liability \$ 100,000
- \* If a private and/or non-profit group is sponsoring the event, a \$100,000 policy will suffice or evidence of a homeowners insurance policy.
- B. Municipality to be named as "Additional Insured"

**II. MODERATE HAZARD** *Dances, animal shows, parades, rallies, family concerts*

- A. Commercial General Liability \$ 1,000,000
- B. Automobile Liability \$ 1,000,000
- C. Workers Compensation Statutory
- D. Municipality to be named as "Additional Insured"

**III. HIGH HAZARD** *Team sporting events, circuses and carnivals with rides*

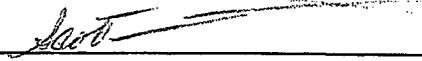
- A. Commercial General Liability \$ 1,000,000
- B. Automobile Liability \$ 1,000,000
- C. Workers Compensation Statutory
- D. Municipality to be named as "Additional Insured"

**IV. SPECIAL HAZARDS** *Rock concerts, professional sports, rodeos, vehicle races, fireworks, crowds over 25,000 and all functions where alcohol is served.*

Due to variable factors such as crowd size, potential hazards, availability and cost of insurance coverage, the Borough of Stone Harbor must consult with our municipal attorney. Please complete the application for consideration.

**HOLD HARMLESS**

To the fullest extent permitted by law, Seashore Ace, agrees to defend, pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of or is in any way connected or associated with the use of the Borough of Stone Harbor public lands during the event.

X SIGNATURE OF APPLICANT: 

**1K / 5K / ATHLETIC / BIKE RACE / MARATHON**

- 1) Name of Race: \_\_\_\_\_
  - 2) Location of Event: \_\_\_\_\_
  - 3) Purpose of Event: \_\_\_\_\_
  - 4) Beneficiary: \_\_\_\_\_
  - 5) Race Distance: \_\_\_\_\_ Number of Participants Expected: \_\_\_\_\_ Fee Charged: \$ \_\_\_\_\_
  - 6) Do participants complete a registration form (Please include a registration form with application):  Yes  No
  - 7) Proposed Route (include turn-by-turn directions): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 8) Location(s) of barricades or enclosures (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
  - 9) Location(s) of water stations (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
  - 10) Location(s) and size/type of tent(s) (eg) first aid, registration, etc - identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 11) Location(s) and number of trash receptacles and recycling cans requested (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
  - 12) Location(s) of Borough electrical services (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
  - 13) Location(s) of Portable Toilet(s) (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
- PLEASE NOTE: Applicant must contract a company to setup and remove restrooms. An appropriate number of these toilets should be **handicap accessible**. Number of restrooms should double if expecting 50% of females.
- 14) Location(s) of requested street closings (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_
  - 15) Location(s) of any/all signage (identify on site-plan): \_\_\_\_\_  
\_\_\_\_\_

PLEASE CONTINUE TO PAGE 4 TO COMPLETE APPLICABLE ITEMS BEFORE COMPLETING PUBLIC SAFETY PORTION

## FESTIVAL & OTHER SPECIAL EVENTS

- 1) Name of Event: Cook out demo
- 2) Address of Event: 2600 96<sup>th</sup> St.
- 3) Setup Time: 10 am / pm Start Time: \_\_\_\_\_ am / pm End Time: 4 am (pm)
- 4) Purpose of Event: Demonstrate grills
- 5) Beneficiary: \_\_\_\_\_
- 6) Number of Attendees Expected: N/A Entrance Fee Charged: \$ N/A
- 7) Location(s) of requested street closings (identify on site-plan): N/A 2 parking spots in front of ACE blocked off
- 8) Location(s) of barricades or enclosures (identify on site-plan): N/A
- 9) Number of Non-Food Vendor Spaces: \_\_\_\_\_ Number of Food Vendor Spaces: \_\_\_\_\_  
*Attach a list of Vendors and Contact Numbers – fully updated list must be turned in two weeks prior to event.*

### Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Permits are \$42.00. Applications for a permit are on file in the Borough Clerk's Office or online at [www.SHNJ.org](http://www.SHNJ.org)

Permit #: \_\_\_\_\_

Application for a permit required by this code shall be made to the fire official in such form and detail as the fire official shall prescribe. Applications for permits shall be accompanied by plans or drawings as required by the fire official for evaluation of the application.

### Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate.

The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

- 10) Location(s) and size/type of tent(s) (eg first aid, registration, etc - identify on site-plan):  
 10x10 \_\_\_\_\_ 20x20 \_\_\_\_\_ Other N/A
- 11) Location(s) and number of trash receptacles and recycling cans requested (identify on site-plan):  
 Trash: N/A Recycling: N/A

### Food / Craft Vendors Obligations

- All trash from set-up to clean-up must be removed and placed in dumpsters provided. No stockpiling of trash behind space. If it was not there when you got there, you must remove it!
- If available electricity can be rented by a vendor, a **20-amp service cord** will be available at that space. One (1) service is provided for each space rented. If a vendor setup requires additional power, the vendor is responsible for supplying a generator or inverter.
- Walkways behind vendors must be kept clear of all obstructions at all times.
- In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tarpaper.
- Water is available at the sink location. All grey water must be contained and disposed of in containers at the sink location. No dumping of any water in the event area is allowed.

## FESTIVAL & OTHER SPECIAL EVENTS *continued*

- Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water and grease disposal.
- Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

***Improper disposal of any material (including grey water, trash, garbage and recyclables) – will be subject to legal action for violations under Ordinance #1245***

12) Location of Stages / Performance Areas (site plan): \_\_\_\_\_

13) Type of Entertainment: \_\_\_\_\_

*(Attach copy of program schedule (may submit draft version); final version must be turned in two weeks prior to event)*

14) Location(s) of Borough electrical services (identify on site-plan): \_\_\_\_\_

15) Location(s) of Generators or Compressors (identify on site-plan): \_\_\_\_\_

16) Location(s) of Portable Toilet(s) (identify on site-plan): \_\_\_\_\_

PLEASE NOTE: Applicant must contract a company to setup and remove restrooms. An appropriate number of these toilets should be **handicap accessible**. Number of restrooms should double if expecting 50% of females.

17) Location(s) of any/all signage (identify on site-plan): \_\_\_\_\_

## PUBLIC SAFETY: FIRE & POLICE

1) Do you anticipate the need for Fire Department / EMS staff to support your event?  Yes  No

If yes, for what purpose? \_\_\_\_\_

2) Will you require the use of Fire Department facilities or portable equipment?  Yes  No

If yes, please describe in detail, including dates and times: \_\_\_\_\_

3) Will there be a bonfire, open flame, lighting, extinguishing, or burning of any material?  Yes  No

If yes, please describe in detail: grills

**PUBLIC SAFETY: FIRE & POLICE *continued***

4) Do you anticipate the need for Police assistance to support your event?  Yes  No  
 If yes, for what purpose? \_\_\_\_\_

5) Will you request road closures?  Yes  No  
 If yes, please describe in detail: \_\_\_\_\_

6) Will you request "no parking" signage?  Yes  No  
 If yes, please describe in detail: 2 parking spots  
in front of ACE 11/29/17 5am - 4pm

7) Will the event require the site to remain in place overnight, or will the site be broken down each night (partially or completely)? Explain: N/A

8) Describe how you plan to provide security for the event? N/A

9) Miscellaneous needs Borough Fire or Police need to be aware of? N/A

**CANCELLATION POLICY**

The Special Event is a rain or shine event. If weather, major disaster, or other circumstances beyond the control of the Borough of Stone Harbor cause the cancellation of the event, event fees will not be returned. The Borough of Stone Harbor cannot be held liable by applicants for the failure of the event to take place. Cancellations at least 30 days prior to the event date, must be in writing and submitted by mail or email to the respective Borough coordinator. Refunds will not be awarded for cancellations within 30 days.

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

Item	Initials
Executed Application	<u>[Signature]</u>
Proof of Liability Insurance	<u>[Signature]</u>
Executed Hold Harmless Agreement (provided)	<u>[Signature]</u>
Site Plan / Timeline / Vendor info	<u>[Signature]</u>
Non-refundable Application Review Fee	<u>pd. chk 26340 \$50</u>

**FOR OFFICIAL USE ONLY**

**PUBLIC WORKS DIRECTOR**

APPLICATION RECEIVED ON: \_\_\_\_\_

APPROVED:

DENIED: \_\_\_\_\_

Brief Explanation if Denied: \_\_\_\_\_

Signature: 

Date 10/23/17

Projected Departmental Costs for this event: \_\_\_\_\_

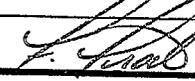
**SAFETY OFFICER**

APPLICATION RECEIVED ON: \_\_\_\_\_

APPROVED:

DENIED: \_\_\_\_\_

Brief Explanation if Denied: *Please make sure the ground and our storm water basin are protected from debris or oils.*

Signature: 

Date 10-23-17

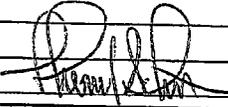
**CHIEF OF POLICE**

APPLICATION RECEIVED ON: 10/24/17

APPROVED:

DENIED: \_\_\_\_\_

Brief Explanation if Denied: \_\_\_\_\_

Signature: 

Date 10/24/17

Projected Departmental Costs for this event: \_\_\_\_\_

**FIRE OFFICIAL**

APPLICATION RECEIVED ON: \_\_\_\_\_

APPROVED:

DENIED: \_\_\_\_\_

Brief Explanation if Denied: \_\_\_\_\_

Signature: *RWS*

Date 10/25/17

Projected Departmental Costs for this event: \_\_\_\_\_

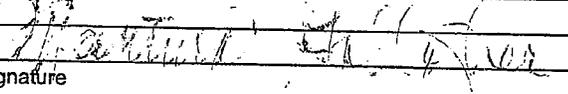
**BEACH, RECREATION, TOURISM COMMITTEE CHAIR**

APPLICATION RECEIVED ON: \_\_\_\_\_

APPROVED:

DENIED: \_\_\_\_\_

Brief Explanation if Denied: \_\_\_\_\_

Signature: 

Date



SEASHOM-01

ADAMMEIER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Member Insurance Agency, Inc. 800 Hart Road Suite 200 Barrington, IL 60010		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 323-0131 FAX (A/C, No): (847) 277-2600 E-MAIL ADDRESS:	
<b>INSURED</b> Seashore Home Supply, Inc. Seashore Ace PO Box 187 260 96th Street Stone Harbor, NJ 08247		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Company	NAIC# 29424
		<b>INSURER B:</b> Hartford Insurance Co of the Midwest	37478
		<b>INSURER C:</b> Twin City Fire Insurance Company	29459
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		83JUUNSY0213	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		83JUUNSY0213	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		83XHUSY0213	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		83WBSY0213	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Borough of Stone Harbor 9508 2nd Ave Stone Harbor, NJ 08247	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jeffery Scott Reynolds</i>
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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 applicable 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, marital status, affectional or sexual orientation 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 good 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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(1)

**RESOLUTION**

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

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

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

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

- 1. *Pending and/or anticipated litigation /Attorney-Client privilege – COAH*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on November 21, 2017 that an Executive Session closed to the public shall be held on November 21, 2017 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

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

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

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

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2017

.....

Borough Clerk

The above resolution approved this ..... day of....., 2017

.....  
Mayor