

Wed

**REGULAR MEETING IMMEDIATELY
FOLLOWING THE WORK SESSION
MEETING AT MUNICIPAL BUILDING, 9508 SECOND AVENUE
PRELIMINARY AGENDA FOR COUNCILMEMBERS**

AGENDA REGULAR MEETING

Tuesday _____ **February 15, 2022**

Salary Ordinance 2nd 3rd and final (1) Krafczek

Resolution – According to budget schedule – Budget Intro (2) Krafczek

Resolution – Triad Agreement Professional Services Agreement – Triad Advisory Services, Inc. (3) Gensemer
(Construction/Rehabilitation Oversight and Technical Assistance Services
10206 Third Avenue

Resolution – 83rd Street Bayside Bulkhead Improvements (4) Moore

Resolution - Change Order #1 – Beach Patrol Building (5) Dallahan

Resolution – Replace ADA Beach Ramps & Pavilions 88th and 101st
(6) Casper

Resolution Change Order 2 Final – Pump Building & Wet Well – 94th Street (7)
Parzych

Resolution – Princeton Hydro (8) Casper

Resolution – Amusement License RIGI (9) Gensemer

Resolution – Refund Direct Deposit (10) Krafczek

Resolution – Refund Boat Slip and Trailer Spot (11) Parzych

Resolution – Administrator to pursue pertinent information re: Borough owned lot
112th & First (12) Krafczek

Resolution – Closed Session (13) Moore

BOROUGH OF STONE HARBOR
CAPE MAY COUNTY

ORDINANCE NO. 1603

An Ordinance establishing and fixing salary ranges for certain positions within the Borough of Stone Harbor, New Jersey, County of Cape May.

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

Section I. That the salary and wage ranges for certain positions within the Borough of Stone Harbor for the year 2022 are hereby fixed at the following amounts:

	<u>MIN</u>	<u>MAX</u>
Administrator	90,000	165,000
Police Chief	90,000	150,000
Police Captain	70,000	135,000
Borough Clerk	57,000	125,000
Zoning Officer/Const. Official	55,000	140,000
Director of Public Works	60,000	120,000
Accounting Ass't/P/R Benf. Coordinator	50,000	60,000
Uniform Fire Code Official/Inspector	48,000	80,000
Tax/Utility Collector	48,000	83,000
Recreation Director	50,000	63,000
Tourism Director	50,000	63,000
Tax Assessor	28,000	40,000
Tax Assessor/Clerk/Reception	15,000	35,000
Supervisor/Public Works	40,000	70,000
Ass't Director Public Works	65,000	80,000
Administrative Assistant	30,000	65,000
Deputy Borough Clerk	40,000	65,000
Administrative Assistant	30,000	65,000
Deputy Tax & Utilities Collector	25,000	50,000
Technical Assistant Construction	20,000	60,000
EMT/Fire Code Inspector	25,000	50,000
Administrative Assistant	30,000	60,000
Recreation Manager	25,000	50,000
Receptionist	15,000	40,000
Public Works Clerk/Secretary	20,000	40,000
Police Clerk	20,000	41,000
Mayor		16,068
Council		11,477
Lifeguard Captain	40,000	70,000
Building Inspector	20,000	25,000
Inspector	\$18/hr	\$21/hr
Sub-code Plumbing	2,600	16,000
Plumbing Inspector	2,600	7,000
Zoning Board Secretary	1,500	4,500
CRS Coordinator		6,000

	MIN	MAX
OEM Coordinator	4,000	11,000
Deputy OEM Coordinator	3,000	9,000
Utilities Collection System Operator		5,775
Utilities Treatment/Distribution License		5,775
Hourly Rated Employees	Minimum Wage	\$33.00/hr.
Stipends		
Planning Board Secretary per/meeting	200	400
ZBA/Planning Bd Officer per/meeting	200	300
Water/Wastewater License		2,625
Recycling Coordinator		2,625

Section 2. That Salaries, wages and compensation shall be paid in equal bi-weekly installments.

APPROVED:

Judith M. Davies-Dunhour Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

(3)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TRIAD ASSOCIATES – CONSTRUCTION/REHABILITATION OVERSIGHT AN TECHNICAL ASSISTANCE SERVICES – 10206 THIRD AVENUE

WHEREAS, the Borough of Stone Harbor is given authority by N.J.S.A. 40A:11 *et seq.* to enter into contracts for “Professional Services” without competitive bidding, where the need arises and so long as the award of such contract is made public by a Resolution of the Governing Body and the contractor submits certain disclosures in accordance with the “fair and open” process; and

WHEREAS, the Borough is in need of an expert in connection with construction/rehabilitation oversight and technical assistance for property interior rehabilitation of three rental units located at 10206 Third Avenue, Stone Harbor, N.J. ; and

WHEREAS, Triad Associates, 1301 W. Forest Grove, Vineland, N.J. 08360 is prepared to perform the services of Consultant as set forth in the attached Agreement, January 3, 2022, which is hereby incorporated by reference and made a part hereof for a flat base bid of \$52,250.

WHEREAS, funds are available as evidenced by the Chief Financial Officer’s Certification attached hereto and the contractor has executed all required disclosures;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 15th day of February, 2022, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That the Mayor and Clerk are directed to forthwith execute on behalf of the Borough of Stone Harbor the attached proposal dated January 3, 2022 as the contract for professional services for the purposes stated herein above;
3. That the aforementioned contract is awarded without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law, Triad Associates having previously submitted all documents required under the “fair and open” requirements;
4. That the aforementioned contract is entered into under and subject to the equal opportunity, anti-discrimination and affirmative action laws and regulations of the State of New Jersey, which are hereby incorporated by reference and the contractor shall execute an appropriate acknowledgment of same which shall also be a part of and incorporated into this contract;
5. That a notice of the letting of this Professional Services Contract be published in accordance with law within ten (10) days of its passage in an official paper of the Borough as designated in accordance with law.

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, 2022

Borough Clerk

The above resolution approved this day of....., 2022

Mayor

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made January 3, 2022 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **BOROUGH OF STONE HARBOR**, 9508 Second Avenue, Stone Harbor, New Jersey 08247 (“Principal”).

The Principal desires to engage the professional services of Consultant as described in “Exhibit A – Project Description and Scope of Services” (the “Services”), attached and made a part of this Agreement, for the period January 1, 2022 through December 31, 2022, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
 - a. Should any dispute arise between the parties, then conflict shall be venued in the Atlantic/Cape May Vicinage.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents

harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	BOROUGH OF STONE HARBOR 9508 Second Avenue Stone Harbor, NJ 08247
Attn: Carolyn P. Zumpino President	Attention: Robert Smith Borough Administrator

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.



Witness/Attest

TRIAD ASSOCIATES



Carolyn P. Zumpino
President

Date: January 3, 2022

BOROUGH OF STONE HARBOR

Witness/Attest

By:

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____

Billing Address: _____

Email Address: _____

Phone No. _____

Fax No. _____

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A PROJECT DESCRIPTION AND SCOPE OF SERVICES

Borough of Stone Harbor
Construction/Rehabilitation Oversight and Technical Assistance Services
10206 Third Avenue, Stone Harbor, NJ

Attached to and made a part of the Agreement dated January 3, 2022 between **TRIAD ASSOCIATES** (“Consultant”), and **BOROUGH OF STONE HARBOR** (“Principal” and “Borough”).

PROJECT DESCRIPTION

Provide Construction/Rehabilitation Oversight and Technical Assistance services for property interior rehabilitation of three rental units located at 10206 Third Avenue. Rehabilitation to be done in 2 phases. Phase I will include 2 units (First Floor Front and Second Floor) and the exterior renovations of the building and Phase II will include 1 unit (First Floor Rear).

The Consultant will provide services in order that all rehabilitation work for Phase I on the Exterior, First Floor Front, and Second Floor units are completed in a timely manner from the date that this Agreement is executed. Work on Phase II - the occupied First Floor Rear unit, will be completed at a later agreed upon date between the Borough and the Consultant.

Unit completion – once rehabilitation is completed, units will be ready for occupancy and marketed to qualified tenants through the Administrative Agent contract between the Borough and Triad Associates.

Property Management after completion – this will be separately contracted with a sub-consultant but oversight can be provided by the Consultant. Fees for this service are not part of this contract.

SCOPE OF SERVICES

1. Construction/Rehabilitation Oversight & Technical Assistance: Consultant will directly or through a sub-consultant, provide oversight and technical assistance, and inspection services for the Construction/Rehabilitation of three (3) rental housing units located at 10206 Third Avenue, Stone Harbor NJ.
 - a. Consultant will contact and meet potential contractors and material suppliers for on-site inspections needed to provide estimates for services. Consultant will receive and review quotes for all work included in the specifications prepared by Michael S. Hrubos, who is the Third Party Construction Inspector, dated, June 2, 2021, a copy of which is attached to this Scope of Services.
 - b. Consultant will ensure the rehabilitation process is completed by preparing and assessing housing rehabilitation scope, conducting inspections, soliciting and reviewing estimates and other construction coordination efforts.
 - c. The Consultant will ensure that rehabilitation will comply with applicable laws, codes and requirements related to safety, quality and habitability, however the Borough shall be solely responsible for all wage and financial compliance aspects of any contracts, including, but not limited to, compliance with New Jersey’s Prevailing Wage Act and the Federal Davis-Bacon Act if applicable

- d. Consultant will ensure the property is brought up to code and be in compliance with the Borough's minimum standards for exterior treatments and interior quality.
- e. Consultant will coordinate all pre-construction conferences, construction contract signings, inspections, and interacting with Borough officials and Borough code officials.
- f. Consultant will review proposed rehabilitation bids with Principal and obtain authorization prior to proceeding with proposed scope.
- g. All construction contracts will be between the Borough and the selected contractor. Draft Construction contracts will be forwarded for review and approval by the Borough. Per the above provisions, the Borough is solely responsible for all wage and financial compliance aspects of any construction contracts, including, but not limited to, compliance with New Jersey's Prevailing Wage Act and the Federal Davis-Bacon Act if applicable.
- h. Consultant will review contractor's licenses and insurance, copies of which will be attached to all construction contracts.
Note – Building Permits: For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval from the Borough's Construction Office pursuant to the Uniform Construction Code. The cost of permits will be included in the construction quote provided by each sub-contractor and are not a part of the fees shown in Exhibit B. The Borough may choose to pass a resolution waiving any municipal fees in connection with this project.
- i. Consultant will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Consultant before closing up walls on plumbing and electrical improvements.
- j. If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the Consultant will inspect the areas in need of repair and prepare a change order describing the work to be done for review and approval by the Borough.
- k. The Consultant will review all submitted payment requests and approve prior to forwarding to the Borough for their review and approval. Once approved, the municipality will release the payment. Final payment will be released once all final inspections are made, and Certificate of Occupancy is issued, if applicable.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 3, 2022 between **TRIAD ASSOCIATES** (“Consultant”), and **BOROUGH OF STONE HARBOR** (“Principal” and “Borough”).

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for all services provided in accordance with Exhibit A as follows:

1. Provide Construction/Rehabilitation Oversight and Technical Assistance services for Phase I and Phase II property rehabilitation of three rental units located at 10206 Third Avenue. A flat base fee of \$52,250 will be charged to the Principal payable in 4 installments.
 - \$13,000 due when contract is executed between Borough & Consultant
 - \$13,000 due when rehabilitation work begins;
 - \$13,000 due when rehabilitation is 50% completed;
 - \$13,250 due on the completion of the rehabilitation.

2. **Extraordinary Fees:**

Base Fee of \$52,250 in section 1 is based on work completed under 7 separate contracts with Sub-Contractors. If additional contracts are entered into for unforeseen work or change orders are necessary to accomplish work outside the scope of the initial write up, then additional fees may be required. Those fees will be presented to the Borough for approval before work can commence.

METHOD OF PAYMENT:

- Progress invoices will be submitted commensurate with the level of work completed.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Ste. 3A, Vineland, NJ 08360

Michael S. Hrubos
Building Inspection and Consulting Services
Phone/ Fax 609-889-8882 Cell 609-780-3266
mikehrubos@yahoo.com

City of Stone Harbor
10206 Third Ave.
Stone Harbor, NJ
609-780-3266

Initial inspection 6/2/2021

1st Floor Rear Apt

- | | |
|---|------|
| 1. Install new locksets to rear entrance door. | 150 |
| 2. Repair/prepare and paint entire unit all rooms, closets, doors, trim,
all stained finishes to be polyurethane, as per the painting specs. | 8500 |
| 3. Install new vinyl plank flooring to entire house, all rooms all closets
all hallways, to spec. 7 | 7500 |
| Kitchen | |
| 4. Install new microwave and stove to code, Frigidaire or equal | 2000 |
| 5. Reinstall under counter light fixture to code. | 150 |
| Bathroom #1 | |
| 6. Install a new tub and tub kit to spec. 14&14 a (special size tub) | 3000 |
| 7. Remove and reinstall pedestal sink for floor installation | 100 |
| 8. Install new toilet to spec. 14 | 500 |

1st Floor Rear Apt.

9. Replace boxed in material with sheet rock above window, frame, tape, spackle. 100

Bedroom #2

10. Replace all drop in ceiling tile, repair any grid work. 500

Misc.

11. Install new HVAC system, complete change out to spec. 27b 8500

12. Install a new 100 Amp service panel box. 1500

13. Purchase one storage pod, owner to box up all items and contractor to place them in the storage pod, items will be discussed at jobsite. 2000

\$34,500

Total _____

Michael S. Hrubos
Building Inspection and Consulting Services
Phone/ Fax 609-889-8882 Cell 609-780-3266
mikehrubos@yahoo.com

City of Stone Harbor
10206 Third Ave.
Stone Harbor, NJ
609-780-3266

Initial inspection 6/2/2021

1st Fl. Front Apt.

1. Repair/prepare and paint entire unit all rooms, closets, doors, trim,
all stained finishes to be clear coated, as per the painting specs. 8000

2. Install new vinyl plank flooring to entire house, all rooms all closets
all hallways, to spec. 7 9000

Kitchen

3. Relocate receptacle for microwave. 300

4. Remove hanging light fixture. 150

5. Adjust all cabinetry to work properly, check pull knob location. 250

Bathroom 1

6. Install walk in shower to spec. 14b to include shower rod and curtain. 3500

7. Install vanity to spec. 14 700

8. Install toilet to spec. 14 500

Bathroom 2

9. Install walk in shower to spec. 14b to include shower rod and curtain. 3500
complete finishes.

10. Install vanity to spec. 14c 700

11. Install toilet to spec. 14d 500

Misc.

12. Install new 100 Amp service panel box. 1500

13. Clean and Service HVAC unit. 350

Total \$28,950

Michael S. Hrubos
Building Inspection and Consulting Services
Phone/ Fax 609-889-8882 Cell 609-780-3266
mikehrubos@yahoo.com

City of Stone Harbor
10206 Third Ave.
Stone Harbor, NJ
609-780-3266

Initial inspection 6/2/2021

2nd Fl. Apt.

1. Repair/prepare and paint entire unit all rooms, closets, doors, trim,
all stained finishes to be clear coated, as per the painting specs. 8500

2. Install new vinyl plank flooring to entire house, all rooms all closets
all hallways, to spec. 7 9500

Kitchen

3. Repair kitchen countertops, include underside of all over hangs. 500

4. Install new refrigerator same size as existing Frigidaire or equal. 1200

Powder room

5. Install new vanity to spec. 14c 700

6. Install new toilet to spec. 14d 500

Bathroom

7. Clean and re-grout entire tile in tub area to include floor 400

8. Install new vanity to spec. 14c 700

9. Install new toilet to spec. 14d 500

Misc.

10. Install new HVAC system complete changeup to spec. 27b 8500

11. Install a new 100 amp service panel box. 1500

\$32,500
Total _____

Option give price but do not add with your bid

Replace all counter tops in kitchen _____

Window blind replacement _____

Michael S. Hrubos
Building Inspection and Consulting Services
Phone/ Fax 609-889-8882 Cell 609-780-3266
mikehrubos@yahoo.com

City of Stone Harbor
10206 Third Ave.
Stone Harbor, NJ
609-780-3266

Initial inspection 6/2/2021

House

- | | |
|---|------|
| 1. Install new front stairs, match existing tread material, handrails to
Remain, to spec. 9 | 1500 |
| 2. Install a new 6 x 6 support post to right side of upper porch with
capping. | 900 |
| 3. Install 4 new exterior lights match existing. | 800 |
| 4. Install 2 concrete blocks at front walkway and 2 blocks at driveway area
repair all the remaining concrete walkway and driveway with cement and
bonding agent match existing finishes close as possible, to spec. 33 | 2000 |
| 5. Install 3 new storm doors spec.1 | 1800 |
| 6. Install a patio block transition material right side of house patio to
cement properly secured. | 300 |
| 7. Remove all patio block material from left side of house. | 400 |
| 8. Replace up to 100 feet of fascia reset all soffit/capping/siding material
remove and reinstall gutters as needed, repair and silver coat small
perimeter roof around house, add flashing as needed. | 2500 |

House

9. Completely remove side structures that houses hot water heaters and shower, reframe entire structure including all framing, plywood, roofing, siding, insulation. Install 36" steel door, remove existing floors including shower base, install new 4 inch concrete. Install new 4x4 support post & footing for 2nd Fl. relocate as needed. Remove and reinstall all electric and bring up to electrical code. Remove all plumbing lines to shower cap off as needed. 9500
Note: Owner's option to install new outside shower to be discussed at jobsite conference prior to bidding.
10. Install new 50 gallon hot water heater to spec.15 2500
11. Recap 10 window sills. 500
12. Rescreen 10 windows. 750
13. Replace all dryer vents, assure proper operation of venting systems. 500
14. Install front and rear GFI to existing outlets with wet location box. 400
15. Close in all risers to rear stairs to 2nd Fl. With like material. 2000
16. Install new battery operated smoke/carbon combo detectors in each apartment as per code, install a wall mounted ABC fire extinguisher in kitchen as per code. 800
- Covid-1 **Job Site Conference-Preconstruction meeting**
Program Inspector to conduct walk through with contractor and homeowner to review scope of work and ensure Covid-19 requirements are in place. 900

House

Covid -2

Portable Toilets / Washing Stations/ Sanitation Materials

Cost covers contract term only. Contractor responsible for additional cost should the project exceed (60) days. Contractor also responsible for any damages. **(line item cannot exceed \$500 for length of construction work).**

\$28,350

Total _____

Note: Winning contractor to open up crawlspace for inspection.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(4)

Approve Proposal for Professional Engineering, Environmental Permitting and Construction Phase Services for 83rd Street Bayside Bulkhead Improvements Borough of Stone Harbor

WHEREAS, DeBlasio & Associates, Borough Engineer, 4701 New Jersey Avenue, Wildwood, N.J. 08260 has prepared a Proposal (copy attached) to provide Engineering and Construction Phase services for 83rd Street Bayside Bulkhead Improvements - D & A Project SH-C-039 which tasks include:

NOTE: NJDEP Waterfront Development Permit will be required
USACOE individual Permit will not be required

Estimated Construction Cost:	\$ 600,000.00
Engineering & Environmental Permitting Cost	\$ 45,000.00
Survey & Base Mapping	
Soil Borings and Geotechnical Report	
Design Plans and Specifications	
Public Bidding Procurement	
Preparation and Submission of NJDEP Permit	
 Construction Phase Cost:	 \$ 23,000.00
Part Time Observation Based on 200 hrs.	
Contract Administration	
Project Close Out	
 Total Estimated Project Costs	 \$ 668,000.00

WHEREAS, it is the intention of Council to approve this proposal as presented, upon final approval of Borough Solicitor and Borough Administrator.

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 attached Engineering, Environmental Permitting & Construction Phase Cost Proposal for the 83rd Street Bulkhead Improvements presented on this 15th day of February, 2022.

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, 2022

Borough Clerk

The above resolution approved this day of, 2022

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

WHEREAS, the Borough of Stone Harbor is currently under contract with Aliano Brothers 2560 Industrial Way, Vineland, N.J. 08360 for Beach Patrol Headquarters, D&A Project # SH-C-020; and

WHEREAS, it is the recommendation of the DeBlasio & Associates to authorize Change Order No. 1, Furnish and Install additional 25 double tier lockers and accessories; and

WHEREAS, Change Order No. 1 will result in an increase of \$ 19,381.00 to the original contract amount of \$ 2,822,490.00 for an amended amount of \$ 2,841,871.00.

NOW, THEREFORE, BE IT RESOLVED, this 15th day of February, 2022 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 1 be and hereby is authorized;

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized to execute Change Order No. 1 to increase the original price by \$ 19,381.00.

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, 2022

Borough Clerk

The above resolution approved this day of....., 2022

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(6)

Approve Proposal for Professional Engineering Design, Environmental Permitting Services and Construction Phase Services –Replace two (2) ADA Beach Ramps & Pavilion Replacements at 88th Street and 101st Street – Phase 2

WHEREAS, DeBlasio & Associates. Borough Engineer, 4701 New Jersey Avenue, Wildwood, N.J. 08260 has prepared a Proposal (copy attached) to provide Engineering Design, Environmental Permitting Services and Construction Phase Services for replacement of two (2) ADA Ramps & Pavilion Replacements at 88th Street and 101st Street (D&A File # SH-C-040) which tasks include:

Estimated Construction Cost:	\$670,000.00
Engineering Design and Environmental Permitting Services	\$ 10,000.00
+Public Bid Procurement	
Construction Phase:	\$ 28,000.00
+Part Time Construction Observation	
+ Contract Administration	
+Project Close Out	
 Total Estimated Project Costs (Phase 2):	 \$708,000.00

WHEREAS, it is the intention of Council to approve this proposal as presented, upon final approval of Borough Solicitor and Borough Administrator.

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 attached Engineering & Construction Phase Cost Proposal for the replacement of two (2) Beach ADA Ramps & Pavilion Replacements – 88th Street and 101st Street as presented on this 15th day of February, 2022.

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, 2022

.....
Borough Clerk

The above resolution approved this day of....., 2022

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(1)

RESOLUTION

WHEREAS, the Borough of Stone Harbor is currently under contract with Asphalt Paving Systems Inc., P.O. Box 530, Hammonton, N.J. 08037 for 94th Street Sanitary Sewer Pump Station – Installation of Pump Building and Wet Well, Program File D&A Project #: SH-C-015; and

WHEREAS, it is the recommendation of the Borough’s Engineer, Marc DeBlasio, of DeBlasio & Associates to authorize Change Order No. 2 Final.

1. As Built Quantity Adjustments

WHEREAS, Change Order No. 2 – will result in a decrease of \$ 104,365.00 to the amended contract amount of \$1,046,665.00 for a final contract amount of \$942,300.00

NOW, THEREFORE, BE IT RESOLVED, this 15th day of February, 2022 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 2 – Final is hereby authorized.

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, 2022

Borough Clerk

The above resolution approved this day of....., 2022

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(8)

RESOLUTION

**APPROVING THE PROPOSAL OF PRINCETON HYDRO
Stone Harbor Bird Sanctuary**

WHEREAS, Princeton Hydro , P.O. Box 720 11108 Old York Road, Ringoes, N.J. 08551 has attached a Proposal for the Stone Harbor Bird Sanctuary Habitat Restoration Effort in which they will furnish consulting services for Habitat Restoration for Stone Harbor Bird Sanctuary; and

WHEREAS, the Borough Council of the Borough of Stone Harbor hereby approves the Proposal, - first part to roll the standing dead phragmites, that were treated last Fall. Second part is to come back next Fall and do the second year treatment. These are the two components of the proposal attached. Total cost \$17,375.

WHEREAS, on this 15th day of February, 2022, the Borough Council of the Borough of Stone Harbor hereby approved the Proposal, a copy of which is attached hereto for the Stone Harbor Bird Sanctuary Habitat Restoration Effort to manage and enhance this program; and

WHEREAS, the Chief Financial Officer has certified that funds are available.

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, 2022

The above resolution approved this day of....., 2022

Borough Clerk

.....
Mayor

January 19, 2022

Borough of Stone Harbor
Mr. Robert Smith – Borough Administrator
9508 Second Avenue
Stone Harbor, NJ 08247

RE: **2022 Common Reed Rolling-REVISED**
Stone Harbor Bird Sanctuary
Stone Harbor, New Jersey

Job 15

Dear Mr. Smith,

Princeton Hydro is pleased to submit our proposed scope of service and cost proposal to provide common reed rolling services for the freshwater wetland area only (approximate 1.2 acres) located within the Stone Harbor Bird Sanctuary during the winter months of 2022 (February/March).

Common Reed Rolling


Princeton Hydro will use our Marsh Master machine to knock down and crush the common reed stalks. A modified towable lawn roller may be used for specific areas of the site. The Marsh Master operator will drive over the common reed stalks in multiple directions to maximize the reed crushing. The goal is to try and snap the stalks numerous times to try and achieve a mulch configuration. Certain areas where the common reed stalks are tall and dense may be too difficult to completely crush but will be knocked down at a minimum.


Princeton Hydro will NOT conduct any weed-whacking services around trees or other obstacles.


The common reed rolling operation is expected to be completed in two (2) days and should be conducted during the winter months (February/March) when the common reed stalks are brittle.

The below fee assumes the common reed rolling operations are covered under the existing wetland permit for the modification of vegetation.

The fee for Princeton Hydro to have the Marsh Master with one (1) operator and one (1) safety observer roll and crush the approximate 1.2 acres of common reed in the freshwater wetland area is **\$8,875.00**. This fee includes labor, materials, equipment fees, mobilization/demobilization fees, and travel expenses. **It does not include any applicable New Jersey State sales tax, prevailing wage rates, raking/clearing any common reed, weed-whacking or any additional**

 PrincetonHydro.com

 1108 Old York Rd. PO Box 720
Ringoes, NJ 08851

 908-237-5660



services.

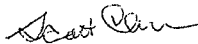
2022 Common Reed Herbicide Application

The estimated fee for Princeton Hydro to conduct an herbicide application in 2022 is **\$8,500.00**. This fee assumes that selective backpacking may be required in certain areas of the site. **A final cost proposal for the herbicide application will be provided following a spring site visit to assess the site and vegetation growth.**

If this proposal meets with your approval, an issued PO will serve as our authorization to proceed.

If you have any questions or require additional information to facilitate your review of our proposed scope of services and costs, please contact me directly at schurm@princetonhydro.com or 609-306-5423.

Sincerely,



Scott Churm
Associate: Director of Field Operations
Princeton Hydro, LLC

"This proposal (or proposed Scope of Services) remains the intellectual property of Princeton Hydro and is copyrighted material. Use of this document for any other purpose other than the proposer's intention is strictly prohibited."

(9)

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

A RESOLUTION APPROVING AN AMUSEMENT GAME LICENSE FOR RIGI'S ARCADE

WHEREAS, the Borough Clerk has issued permits to Rigi's Arcade for its operations in the 200 block of 96th Street; and

WHEREAS, at this time the State of New Jersey Legalized Games of Chance Control Commission requires the passage of a Resolution by Borough Council in connection with the Commission's oversight responsibilities for redemption activities at such operations; and

WHEREAS, Rigi's Arcade has submitted the proper application and paid the appropriate fee, under and subject to the rules and regulations established by the Commission; and

WHEREAS, the Borough of Stone Harbor is a seashore resort community and State law allows such redemption activities within such operations in such towns; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor, County of Cape May and State of New Jersey, duly assembled in public session this 15th day of February, 2022, that Rigi's Arcade be and is granted an Amusement License by and from the Borough of Stone Harbor for the period January 1, 2022 through December 31, 2022; that the Borough of Stone Harbor has no objection to the State of New Jersey licensing and/or regulating redemption activities at Rigi's Arcade, and that such licenses shall be kept on file for public review in the Borough Clerk's Office.

BE IT FURTHER RESOLVED that this Resolution shall be effective only upon the affirmative vote of not less than two-thirds of the members of Borough Council.

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, 2022

The above resolution approved this day of....., 2022

Borough Clerk

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(10)

RESOLUTION

Council Meeting – February 15, 2022

REFUND DIRECT DEBIT TAX PAYMENT

WHEREAS, Christopher L Vojta sold his home in December and the Direct Debit Authorization Agreement was not cancelled for his property taxes for Block 95.02 Lot 27 Qualifier C0014, A.K.A. 100 96th Street Unit 37; and

WHEREAS, the February 1 2022 tax installment was automatically withdrawn from his bank account and Mr. Vojta requested a refund; 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 \$1,384.33 be issued to Christopher L Vojta, 125 Walker Ave S, Wayzata MN 55391-1724; 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, 2022

Borough Clerk

The above resolution approved this day of....., 2022

Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(11)

RESOLUTION

WHEREAS, Frank Temple of 132 Jade Drive, Wilmington, DE 19810 rented boat slip # 68 and boat trailer slip # A-17 at the Borough Marina; and

WHEREAS, Mr. Temple has notified the Borough that he has a family emergency and has requested a refund of \$1,500 for the boat slip and \$150.00 for the trailer slip.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May on this 15th day of February, 2022 that \$ 1,650.00 be refunded to Frank Temple and that the proper officers make the proper adjustments in their 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, 2022

The above resolution approved this day of, 2022

.....
Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(12)

AUTHORIZING THE BOROUGH ADMINISTRATOR TO PERFORM A DUE DILIGENCE INVESTIGATION RELATIVE TO THE MARKETABILITY OF CERTAIN BOROUGH PROPERTY

WHEREAS the Borough of Stone Harbor owns an undersized lot created by the vacation of a paper street at 112th and First Avenue; and

WHEREAS there are issues regarding the fair market value and development potential of same which include, but are not limited to: lot area, CAFRA requirements, Zoning / Planning Board approvals, DEP approvals and public access potential.

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 as follows:

1. The averments above are incorporated herein as if set forth at length; and

2. The Borough Council hereby authorizes the Borough Administrator, Robert Smith, to perform a Due Diligence investigation regarding the marketability of the above referenced lot and / or its suitability as a public access site. In performing his due diligence, the Administrator shall not be limited to the issues set forth above but may examine any items which he deems relevant, in his discretion.

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, 2022

.....
Borough Clerk

The above resolution approved this day of, 2022

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(13)

RESOLUTION

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

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

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

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

- 1. *Personnel Matters – Borough Employment Relationships, the relevant employees having been properly notified in accordance with law.*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on February 15, 2022 that an Executive Session closed to the public shall be held on February 15 2022 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, 2022

The above resolution approved this day of....., 2022

Borough Clerk

.....
Mayor