

Borough of Stone Harbor
REGULAR MEETING AGENDA
Tuesday, October 18, 2022
Borough Hall, 9508 Second Avenue, Stone Harbor

Call to Order: Immediately Following Work Session

Roll Call: Councilmember Moore, Councilmember Parzych, Councilmember Casper, Councilmember Gensemer, Councilmember Dallahan, Councilmember Krafczek

Statement of Public Notice: Adequate notice of the meeting was provided by posting a copy of the time and place on the Municipal Clerk's bulletin board and mailing a copy of same of the Press and the Cape May County Herald on January 5, 2022.

Salute the Flag

Communications:

Approval of Minutes: Work Session and Regular Meeting ~ October 7, 2022

Presentation: Stone Harbor Museum Update, Mike Turner

Public Comment

OLD BUSINESS

Ordinance 1618 – Amending Chapter 345-24 Fees (Planning & Zoning Board Fees) 2nd, 3rd & Final

NEW BUSINESS

Resolution – Authorize DeBlasio & Associates Public Works Underground Storage Tank Removal & Installation

Resolution – Authorizing Rutala Associates to Execute Grant Agreement FY2022 Flood Mitigation Assistance Program with FEMA

Resolution – Authorizing Rutala Associates to Execute a Grant Agreement with the US Homeland Security for the FY 2022 BRIC Program.

Resolution – Approve Borough of Stone Harbor Cyber Incident Response Plan

Resolution – Approve the 2021 Annual Audit Report

Resolution – Refund Classic and Vintage Car Show Application Fees

Discussion:

Motion - Approve the Bill List & Authorize the CFO to Pay the bills when the funds are available, and the vouchers are properly endorsed.

Public Comment

Adjournment

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

ORDINANCE NO. 1618

An Ordinance to Amend Article IV: Provisions Applicable to Both the Planning Board and Zoning Board of Adjustment; Chapters 345 Section 24 of the Revised General Ordinances of the Borough of Stone Harbor to Allow for Changes to Certain Application and Escrow Fees

WHEREAS, the Borough of Stone Harbor intends to require escrow fees for reapproval or extension of time applications; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Stone Harbor, County of Cape May, and State of New Jersey that the following fees be amended as follows:

Section 1. Article IV Provisions Applicable to Both the Planning Board and Zoning Board of Adjustment § 345-24 Fees.

A. Fees for applications or for the rendering of any service by the Planning Board or Zoning Board of Adjustment or any of the professionals so designated by the Boards or any of the professionals hired by the Borough for the purpose of covering technical, investigative and administrative expenses involved in processing the application shall be as follows:

Amended 7-5-2005 by Ord. No. 1237; 2-19-2008 by Ord. No. 1302; 2-17-2009 by Ord. No. 1330; 6-2-2009 by Ord. No. 1339; 6-4-2013 by Ord. No. 1424; 6-20-2017 by Ord. No. 1500; 9-5-2017 by Ord. No. 1503; 10-16-2018 by Ord. No. 1532; 4-20-2021 by Ord. No. 1586]

Category	Application Fee	Escrow Fee
Subdivision, minor	\$550	\$1,000 per lot
Subdivision, major	\$550	\$1,000 per lot
Site plan, major (preliminary)	\$550	\$2,000
Site plan, major (final)	\$550	\$2,000
Informal review	\$550	\$1,000
Variances	\$550 per variance	\$1200 if no site plan required; \$2,000 if site plan required
Request for extension of time	\$100	\$700
Subdivision or site plan amendments	50% of original fees	
Zoning permit	0.0035 of project cost (but not less than \$100)	\$850*
Certified list of property owners	\$10	
Tax Map changes resulting from subdivisions and other applications creating new lots	\$150 per Lot	
Copy of minutes, proceedings and Notice of decision	Refer to Chapter 92 , Article I , of the Borough of Stone Harbor Code	
Appeals	\$150	\$700

* For applications involving grading plans only.

Section 2. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

Section 3. This Ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

APPROVED:

ATTEST:

Judith M. Davies-Dunhour

Kim Stevenson, Borough Clerk

BOROUGH OF STONE HARBOR
Cape May County, New Jersey

RESOLUTION

Authorize Underground Storage Tank Removal and New Underground Storage Tank Installation at Public Works Facility

WHEREAS, DeBlasio & Associates. Borough Engineer, 4701 New Jersey Avenue, Wildwood, N.J. 08260 has prepared a Proposal referenced as D&A File #: SH-C-046 for the Public Works Underground Storage Tank Removal and New Underground Storage Tank Installation; and,

WHEREAS, the Public Works Department has requested the removal of three (3) existing underground storage tanks and the installation of two (2) new 6,000 gallon underground storage tanks at the Public Works Facility; and

WHEREAS, the removal of the existing tanks will need to be completed with the direct supervision of a NJDEP License Site Remediation Professional; and

WHEREAS, Professional Services provided will include the following breakdown of cost:

- | | |
|---|-------------|
| 1. Environmental Services – Tank Removal & Closure | \$90,000.00 |
| 2. Engineering and Construction Phase Services (Not to Exceed | |
| a. Design Plans and Specifications | \$15,000.00 |
| b. Public Bidding | \$ 5,000.00 |
| c. Construction Phase Engineering Services | \$ 2,500.00 |
| d. Contract Administration | \$ 2,500.00 |
| e. Periodic Construction Observation | \$15,000.00 |
| f. Reimbursable | \$ 500.00 |

To complete the above referenced scope of work the professional fee is \$130,000.

WHEREAS, it is the intention of Council to approve this proposal as presented.

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 Proposal for the removal and installation of underground storage tanks at the Public Works Facility as presented on this 18th day of October 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 4th day of October 2022

.....
Borough Clerk

The above resolution approved this 4th day of October 2022

.....
Mayor

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

September 14, 2022

VIA EMAIL

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

**Re: Borough of Stone Harbor
Public Works Department Underground Storage Tank Removal
and New Underground Storage Tank Installation
D&A File #: SH-C-046**

Dear Mr. Smith:

DeBlasio & Associates, P.C. (D&A) is pleased to submit this proposal to the Borough for professional services in connection with the removal of three (3) existing underground storage tanks (UST) and the installation of two (2) new USTs at the Public Works Department site. Based on our conversation with the Borough's Public Works Department, the Borough wants to install two (2) new 6,000-gallon USTs upon the successful removal of the existing USTs. The proposed tanks will be made of steel and be manufactured by Highland Tank or approved equal as provided by the Borough's Public Works Department (see enclosed manufacturer data). The removal of the existing tanks will need to be completed with the direct supervision of a NJDEP License Site Remediation Professional (LSRP).

1.0 SCOPE OF SERVICES

A. Environmental Services-Tank Removal and Closure

Please find the following scope of work to be implemented upon your authorization. D&A's LSRP will provide consulting services for the following, but not limited to:

- D&A will submit a 14-day closure notification via the NJDEP online portal. The Borough is required to conduct the UST closure under the supervision of a Licensed Site Remediation Professional (LSRP) to ensure it is conducted in accordance with the NJDEP Underground Storage Tank Rules/SRRA;
- Submit Annual Remediation Reporting Form (Fees paid directly by Borough);
- File permit through the Borough for the immediate removal of the USTs;

- Removal of three (3) regulated USTs, dispensers and laterals;
- LSRP Oversight and Post-Closure Soil Sampling;
- Preparation of a UST Closure/Site Investigation Report (SIR) and Area of Concern Specific Response Action Outcome (RAO), if applicable.
- Project Management, Coordination and Permitting
Prior to the closure of AOCs, D&A will complete permitting requirements to both the local construction office and the NJDEP. Once permitting is approved, the LSRP will execute NJDEP Form UST-C13 on-line to notify the NJDEP of the intent to close the UST systems at least 14 days prior to the anticipated closure date. Once the permits are obtained and NJDEP approval is received, D&A will then schedule both the local and county inspections for the removals in accordance with the municipality and Borough's schedule. A site-specific health and safety plan (HASP) and JSA's will be prepared, implemented and left on-site during all remedial activities. A utility mark-out to New Jersey one-call will be obtained before starting the UST removal activities. After the removal of AOC-1A/B & C, D&A will complete the Facility Questionnaire Amendment Form and submit to NJDEP in order to de-list the USTs from the NJDEP database.
- Mobilization/Surface Preparation and Disconnect/Demobilization (1-Day)
Prior to the removal of the UST from the subsurface, D&A will provide sufficient security fencing, portable toilet and mobilize all labor and heavy equipment required to perform the scope of work. A licensed electrician will de-energize the USTs systems from the power source. Subsequent to the electrical disconnects, one (1) field day is included to cut, load and dispose of all surficial concrete and asphalt. For the purposes of this proposal, all concrete and asphalt will be recycled at a Class B recycling facility without analytical testing. Should visual observation of stained concrete be noted, the concrete will be stockpiled, tested for analytical parameters to determine if acceptable to a Class B facility. This additional testing is not included in this proposal and would be an additional service if required.
- AOC-1A/B/C: Tanks 10/11/6 – Two (2) 3,000-Gallon Unleaded Gasoline USTs & One (1) 3,000-Gallon Diesel UST (4 Days)
The USTs will be uncovered in order to vent the USTs utilizing venturi blower to purge the explosive vapors from the tank in order to cut, with non-sparking tools, and clean the UST under safe Lower Explosive Limit (LEL) conditions. The dispenser islands will be disconnected and drained. The use of a Photo-ionization Detector (PID) and a 4-gas meter will be utilized to ensure a zero LEL is recorded in the interior of the USTs to avoid any potential explosions. Once the UST's atmosphere is stabilized, D&A subcontractor will cut open the USTs utilizing a non-sparking rivet buster and enter the tank under confined space conditions. All wastewater will be contained, transported and disposed of at a licensed NJDEP disposal facility utilizing a vacuum truck. Disposal will be billed per gallon as indicated on the cost estimate based on the actual quantity removed. For the purposes of this proposal, D&A has assumed 10,000-gallons of low flash product/rinse water and ground water could be recovered. Please note while ground water analytical data from this AOC was reported by the laboratory below the NJDEP Ground Water Quality Standards, trace amounts were detected. Since this trace detection was made, D&A recommends all ground and UST liquids are containerized, stored and loaded to a NJDEP licensed facility for disposal. Once the tanks are removed from the ground and inspected, D&A will photo-document, label and dispose of the cleaned USTs and associated piping at a licensed disposal facility. UST closure soil samples will be collected per the NJDEP Technical Requirements. Since the USTs are expected to be situated in the ground water table (estimated at 5' below ground surface), D&A will collect one soil sample per 30 linear feet of UST perimeter, pursuant to the NJDEP Underground Storage Tank

Investigation Technical Guidance. The soil samples will be collected in the 0-6" discrete interval above the observed ground water, which is expected to be approximately at 5' bgs. For the purposes of this proposal, D&A estimates a total of 8 soil samples will be required, including one (1) duplicate soil sample for quality assurance/quality control (QA/QC) purposes. In the piping lateral and dispenser area, D&A will collect an additional estimated 3 soil samples from the 0-6" discrete interval immediately below the piping and 3 additional from beneath each dispenser. The piping will be uncovered, pumped out and disposed of with the USTs. All soil samples will be collected and laboratory analyzed for Extractable Petroleum Hydrocarbons (EPH CAT-1) with a contingency for Naphthalene & 2-methylnaphthalene, TCL Volatile Organics plus a forward library search including TBA. The soil samples will be collected based towards areas of elevated field screening readings or in areas with visual staining. The collected soil samples will be stored in an ice-packed cooler maintained at a temperature of approximately 4 degrees Celsius and transported to a NJDEP certified laboratory under proper chain-of-custody procedures. All soil samples are collected in accordance with N.J.A.C. 7:26E and the 2005 NJDEP Field Sampling Procedures Manual. After the soil samples are collected, D&A subcontractor will backfill the UST excavations with certified clean fill $\frac{3}{4}$ " stone in the saturated zone, packable fill and topped with grey $\frac{3}{4}$ " clean stone. The backfill areas will be compacted with a vibratory roller to grade. It is D&A assumption that restoration of the concrete will be completed by Others after the UST installation phase is completed. Additional soil samples may need to be collected if signs of impacts are detected, or if the tanks are of a non-standard size or lateral length. Furthermore, should D&A identify signs of impact from the tank(s), a groundwater investigation may be required.

- Preparation of UST Closure/Site Investigation Report (SIR)

Once the above-referenced site work has been completed, the results of the activities will be summarized and reported to the NJDEP in a UST Closure Report/Site Investigation Report. This document will also include scaled figures depicting the UST and UST closure soil sample locations, analytical summary tables and Electronic Data Deliverables (EDD) diskettes for all of the laboratory data to date. If additional activities are required to complete the delineation or remediation work, they will be presented in the document. D&A will utilize the NJDEP's HAZSITE format and electronic copies of the analytical data provided by the laboratory to prepare the required EDD for submission to the NJDEP at the same time as the submission of the UST Closure Report.

- Site Restoration

All disturbed areas will be saw cut for a straight edge and have $\frac{3}{4}$ " clean grey stone as the final restoration.

Inclusions/Exclusions/Clarifiers

1. Assumes 5 consecutive days with unimpeded access to the Site;
2. Assumes all quantities listed on the below cost table to be invoiced on actual unit cost rates and not lump sum amounts;
3. Assumes ground water will be encountered during the excavation and backfill activities. D&A has calculated high-flash ground water disposal of 10,000-gallons being recovered with a vacuum truck. Should the water disposal be reported by the facility as low flash ground water, the disposal rate would increase to \$1.50/gallon;
4. All work performed using non-union and non-prevailing wages;
5. Assumes all concrete and asphalt will be recycled at a Class B recycling facility without waste classification analysis performed by D&A;

6. Assumes the Borough of Stone harbor will waive the local permit fee/inspection;
7. No SESC design or permits included as excavation area is less than 5,000 sf;
8. D&A assumes this scope will be executed in the 4th quarter of 2022 and assumes mutually agreeable terms under the attached Terms and Conditions;
9. D&A will work to minimize potential delays; however, delays beyond our control (odors, testing delays, discovery of unknown UST or waste material etc.) are compensable;
10. D&A to invoice tasks as completed, not monthly;
11. NJDEP annual fees to be paid directly by Owner;
12. All fill material brought in to the Site by D&A will be certified clean fill from a NJ Licensed virgin fill source. No testing of certified fill will be completed by D&A;
13. Before execution of contract by both D&A and the Borough, D&A requests a pre-approval meeting be conducted to ensure all scope of work is adequately captured especially regarding the restoration work area(s); and
14. Includes Level D PPE only.

B. Engineering and Construction Phase Services-New Tank Installation

1. Design Development
 - a. Prepare preliminary construction plans and specifications for the proposed underground storage tanks including tank selection, ballast system, monitoring system and site restoration.
 - b. Coordinate design plans and construction methodology with the project LSRP.
 - c. Review final plans and specifications with the Borough to prepare construction documents.
2. Preparation of Construction Documents
 - a. Construction documents are drawings and specifications that will be utilized to obtain public bids, preparation of final opinion of construction costs of the project for the installation of the tanks and sitework by contractors. The construction documents will be based on the accepted design development drawings and any further minor adjustments in the scope or quality of the project.
 - b. No further revisions to the drawing are included in this proposal after the final design development drawings are completed, reviewed, approved and the construction document phase begins.
 - c. This phase will include the follow up to the submission of identified construction permits.
 - d. The preparation of contract documents suitable for public bidding.
3. Bidding and Award

Upon receiving the Borough's authorization to advertise, D&A shall:

 - a. Provide the number of bid documents as required.
 - b. Attend a pre-bid conference with perspective bidders, issue clarifications or addendum in response to Bidder's questions.
 - c. Attend the bid opening.
 - d. Review and tabulate bids.
 - e. Provide analysis of the bids and make recommendations for awarding the contract.

C. Construction Phase Services

1. Construction Phase and Engineering Services
 - a. Attend the pre-construction and on-site project meetings as needed.
 - b. Review requests for information, proposed change orders and shop drawings.
 - c. Prepare progress reports.
 - d. Review construction schedules.
 - e. Review payment requisitions.
 - f. Attend final inspection and develop punchlist.
2. Contract Administration
 - a. Compile construction site safety reports, daily inspection reports and shop drawing submittals.
 - b. Prepare necessary contract change orders for approval and signature of the Borough.
 - c. Process and prepare periodic and final payment requisitions for approval and signature of the Borough.
 - d. Secure and provide close out documentation required by the contract for the Borough.
3. Periodic Construction Observation
 - a.) Attend the pre-construction meeting.
 - b.) Provide periodic construction observation for conformance with the drawings, specifications and shop drawings.
 - c.) Prepare punchlist at project completion.
 - d.) Attend final inspection meeting.

2.0 PROFESSIONAL SERVICE FEE

1. Environmental Services – Tank Removal and Closure
 - a. Following is a breakdown of the various phases of work for the Environmental Phase:
 - 1.) Environmental Services \$90,000.00
 - b. D&A will conduct the above-described Scope of Services on a time and expense basis as indicated on the itemized rates presented below. The actual costs will be dependent upon the actual services and time required to complete the necessary work. Should conditions change and/or additional information be discovered during the file review, or should changes to regulatory requirements be made, D&A will inform Borough of the situation to determine the most cost-effective solution and present a change order for approval before proceeding. D&A will monitor our costs regularly and issue invoices on a bi-weekly basis. Payment is expected to be received within 30 days of issuance of such invoices. An updated fee estimate will be prepared and issued for your approval as may be necessary. D&A is ready, willing and available to commence work on the project upon receipt of written authorization.

2. Engineering and Construction Phase Services – New Tank Installation

- a. Following is a breakdown of the various phases of work for the Engineering and Construction Phase:

1.) Design Plans and Specifications	\$ 15,000.00
2.) Public Bidding	\$ 5,000.00
1.) Construction Phase Engineering Services	\$ 2,500.00
2.) Contract Administration	\$ 2,500.00
3.) Periodic Construction Observation	\$ 15,000.00
4.) Reimbursable	<u>\$ 500.00</u>

- b. The Total Not to Exceed Budget shall be **\$40,000.00** (Forty Thousand Dollars) and will be invoiced on a percent complete by phase basis.
- c. The Not to Exceed Fee is based on a two (2) month construction period. Periodic Construction Observation shall be adjusted should the contract completion time be extended.

3. Total Fee

• Environmental Services	\$ 90,000.00
• Engineering and Construction Services	<u>\$ 40,000.00</u>
Total	\$130,000.00

Should you have any questions or require additional information, please do not hesitate to contact me at our office. We thank you for the opportunity to submit this proposal.

Very truly yours,

DeBlasio & Associates, P.C.



Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasioassoc.com

Cc : Councilman Reese Moore (via email)
Manuel Parada, P.E., Director of Public Works (via email)
Jim Craft, CFO (via email)

BOROUGH OF STONE HARBOR
Cape May County, New Jersey

RESOLUTION

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY 2022 FEMA BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM

WHEREAS, The Building Resilient Infrastructure and Communities (BRIC) grant program makes federal funds available to local governments for hazard mitigation activities; and

WHEREAS, the BRIC Program’s funding is tied to Presidential disaster declarations with a 6 percent set-aside from disaster grants and \$2,295,000,000 in funding is available this year; and

WHEREAS, the BRIC Program aims to implement projects that reduce risks posed by natural hazards to reduce future losses, by funding priority projects and activities. Priorities include risk reduction of both acute events and chronic stressors, driven by climate change, which are either observed or expected. To achieve these goals, for FY 2022 BRIC is prioritizing the following types of projects: infrastructure projects, projects that incorporate nature-based solutions including those designed to reduce carbon emissions, climate change adaptation and resilience projects, and projects proposed by applicants who adopt and enforce mandatory state-wide building codes based on the latest published editions of building codes; and

WHEREAS, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

WHEREAS, the Borough of Stone Harbor fully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System, increase ratables and improved resiliency; and

WHEREAS, this program is available to certain municipalities in the State of New Jersey; and

WHEREAS, this grant program requires a 25 percent local match from the municipality.

NOW, THEREFORE, BE IT RESOLVED that Governing Body of the Borough of Stone Harbor formally approves that grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application to the U. S. Department of Homeland Security.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Stone Harbor and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Offered bySeconded 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 18th day of October, 2022

.....
Borough Clerk

The above resolution approved this 18th day of October, 2022

.....
Mayor

BOROUGH OF STONE HARBOR
Cape May County, New Jersey

RESOLUTION

**AUTHORIZING TO APPLY FOR GRANT FUNDING THROUGH THE FY 2022
FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM AND EXECUTE GRANT
AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

WHEREAS, the Borough of Stone Harbor qualifies for the Flood Mitigation Assistance (FMA) Programs administered by the Federal Emergency Management Agency (FEMA); and

WHEREAS, in FY 2022 the FMA Program has \$800,000,000 available; and

WHEREAS, the FMA Program aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), by funding priority projects and activities. To achieve these goals, for FY 2022 FMA is prioritizing the following types of projects: Capability and Capacity Building, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects that mitigate flood risks to NFIP participating communities and active policyholders; and

WHEREAS, eligible activities for the FMA Programs includes structure elevation, dry floodproofing, green infrastructure, and hazard mitigation planning as well as other activities; and

WHEREAS, the Borough of Stone Harbor strives to save tax dollars; assist homeowners to recover from Superstorm Sandy; assure clean land, air, and water; and improve working and living environments; and

WHEREAS, the Borough of Stone Harbor wishes to apply for funding through the FEMA FMA Programs; and

WHEREAS, this grant program requires a 25 percent local match from the municipality.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Stone Harbor, State of New Jersey, hereby supports and authorizes the Flood Mitigation Assistance (FMA) Programs application.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application to the Federal Emergency Management Agency of the US Department of Homeland Security.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Stone Harbor and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Offered bySeconded 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 18th day of October, 2022

.....
Borough Clerk

The above resolution approved this 18th day of October, 2022

.....
Mayor

James M. Rutala Associates, LLC

September 26, 2022

Robert Smith, Grant, Business Administrator
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, NJ 08247

**Re: Planning and Grant Services
Stone Harbor, NJ**

Dear Mr. Smith:

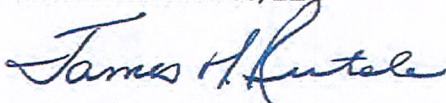
Rutala Associates is pleased to be provided with the opportunity to submit this proposal for Planning Consultant Services to assist the Borough of Stone Harbor.

Rutala Associates has extensive experience in working with FEMA, the United States Army Corps of Engineers, the National Fish & Wildlife Foundation, the National Oceanic and Atmospheric Administration, the New Jersey Department of Environmental Protection, the New Jersey Office of Emergency Management, and other federal, State, and regional agencies that provide funding for regional resiliency. FEMA recently announced project funding for 2021 and all the funded applications for southern New Jersey were prepared by Rutala Associates.

Our management philosophy advocated reliance on quality research and meaningful public involvement to provide innovative solutions leading to sustainable results. Our results-oriented approach focuses on assessing our client's needs, providing solutions, and working quickly towards making ideas a reality.

We are of course, available at your convenience to discuss this proposal and address any of your questions.

Respectfully submitted,
Rutala Associates, LLC



James M. Rutala, PP, AICP, MBA, CFM

Accepted by the Borough of Stone Harbor:

Signature

Printed Name

Date

The above signed represents that they have read and understand the attached general terms and have the authority to enter into this agreement of behalf of the client named above.

General Terms

This Agreement (the "Agreement") between Rutala Associates and Client consists of the proposal (attached and incorporated by reference) and these General Terms. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether written or oral, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by Rutala Associates and a duly authorized agent of the Client.

Article 1 Client's Responsibilities

A. Client agrees to provide Rutala Associates with all information, surveys, reports, and professional recommendations and any other related items requested by Rutala Associates in order to provide its professional services. Rutala Associates may rely on the accuracy and completeness of these items.

B. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

C. Client agrees to provide the items described in the Scope of Work and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Rutala Associates' services.

Article 2 Estimated Schedule and Project Budget

A. Rutala Associates shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. Services performed under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professional planners under similar conditions. No other representation whatsoever, express, or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

C. Client agrees to promptly notify Rutala Associates if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Rutala Associates.

Article 3 Compensation and Payments

Rutala Associates shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Rutala Associates upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 4 Termination

A. Either Client or Rutala Associates may terminate this Agreement upon seven days' written notice.

B. If terminated, Client agrees to pay Rutala Associates for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Rutala Associates may suspend the performance of its services if Client fails to pay Rutala Associates in full for services rendered or expenses incurred. Rutala Associates shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 5 Dispute Resolution

Client and Rutala Associates agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally, and each party shall be responsible for their legal fees associated with the mediation.

In the event that the claim or dispute cannot be resolved through mediation and there are legal proceedings, Rutala Associates, if it prevails, shall be entitled to, in addition to any award or judgment, reasonable legal fees and expenses associated with the legal proceedings.

Article 6 Use and Ownership of Rutala Associates' Documents

Upon the parties signing this Agreement, Rutala Associates grants Client a nonexclusive license to use Rutala Associates' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Rutala Associates, including but not limited to, drawings and specifications, are the property of Rutala Associates. These documents shall not be reused on other projects without Rutala Associates' written permission. Rutala Associates retains all rights, including copyrights, in its documents. Client or others cannot use Rutala Associates' documents to complete this Project with others unless Rutala Associates is found to have materially breached this Agreement.

Article 7 Non-Disclosure Agreement

The technical and pricing information contained in any proposal submitted by Rutala Associates as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed, or otherwise made available to any third party without the express written consent of Rutala Associates.

Article 8 Miscellaneous Provisions

A. This Agreement is governed by the laws of the State of New Jersey and the parties agree that any legal proceedings shall be venued in the Superior Court of New Jersey, Law Division, Atlantic County.

B This Agreement is the entire and integrated agreement between Client and Rutala Associates and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Rutala Associates.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Rutala Associates shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Rutala Associates shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Rutala Associates' documents.

F. Client agrees to indemnify, defend and hold Rutala Associates harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Rutala Associates shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Rutala Associates' negligent errors or omissions.

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

**APPROVE BOROUGH OF STONE HARBOR
CYBER INCIDENT RESPONSE PLAN**

WHEREAS, the Borough of Stone Harbor understands the importance of protecting the integrity, availability, and confidentiality of technology; and

WHEREAS, the Borough of Stone Harbor wishes to adopt a Cyber Incident Response Plan which will provide a quick and efficient response to an incident which is critical to minimizing the spread of the incident and/or the business, financial, legal and/or reputational impact; and

WHEREAS, The Cyber Incident Response Plan requires a designation of an Incident Response Manager and an Incident Response Team which includes the following positions:

Highest Ranking Administrative Official; Chief of police; General Counsel; JIF Risk Management Consultant; Technology Support Contact; and

WHEREAS, The Cyber Incident Response Plan provides for guidance throughout the phases of an incident which includes containment, eradication, and recovery.

WHEREAS, it is the intention of Borough Council to approve the attached plan as presented.

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 Cyber Incident Response Plan for the Borough of Stone Harbor on this 18th day of October, 2022.

Offered bySeconded 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 4th day of October, 2022

.....
Borough Clerk

The above resolution approved this 4th day of October, 2022

.....
Mayor

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

RESOLUTUION APPROVING THE 2021 ANNUAL AUDIT REPORT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, The Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Borough Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body, and

WHEREAS, R.S. 52:27BB-34 authorized the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs, and

WHEREAS, The Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled: Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled: Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Stone Harbor hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Offered bySeconded 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 18th day of October, 2022

.....
Borough Clerk

The above resolution approved this 18th day of October, 2022

.....
Mayor

BOROUGH OF STONE HARBOR

Cape May County, New Jersey

RESOLUTION

REFUND BOROUGH CLASSIC CAR SHOW APPLICATION FEES

WHEREAS, The Borough of Stone Harbor Classic & Vintage Car Show event scheduled for October 8, 2022 was cancelled due to safety concerns; and

WHEREAS, the event required a \$10.00 application fee for all participants; and

WHEREAS, the Tourism Director has requested that those fees be reimbursed to the following participants:

Thomas H. Cifaloglio
James C. Geraci
Michael Kovach
Michael Burns
Paul Burns
Steve Shihadeh
Ron Neugold
William H Vandenbraak
Anthony Tinari
Nace Mullen
Robert Crawl
Brian Tomlinson
Delmo Cifaloglio

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 of \$10.00 per each participant listed be issued; and

BE IT FURTHER RESOLVED that the Finance Office issue the refund check once all properly endorsed vouchers are received.

Offered bySeconded 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 18th day of October, 2022

.....
Borough Clerk

The above resolution approved this 18th day of October, 2022

.....
Mayor