



(1)

BOROUGH OF STONE HARBOR  
COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE NO. 1423

AN ORDINANCE AMENDING CHAPTER 475  
OF THE REVISED GENERAL ORDINANCES  
OF THE BOROUGH OF STONE HARBOR 2005  
(Updating Requirements for Street Openings)

**Section 1.** Chapter 475- 4 Application Fee is amended by the addition of E as follows:

**E. SIDEWALKS ONLY**

a. If 60 sq. ft. or less of sidewalk is being replaced a permit through the Construction Office is required and a fee of \$100.00 shall be paid but no Surety Bond (escrow) need be submitted.

If over 60 sq. ft the permit fee will be \$400.00 but there shall be no Surety Bond (escrow) required.

This only pertains to sidewalks when not associated with new construction. This applies to maintenance and repairs.

**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of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

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

APPROVED:

\_\_\_\_\_  
Suzanne M. Walters, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

(2)

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

**ORDINANCE NO. 1424**

**AN ORDINANCE AMENDING ORDINANCE 1330 (CHAPTER 345, SECTION 345-24. Fees OF THE REVISED GENERAL ORDINANCES)**

**WHEREAS**, Ordinance 1330 – An Ordinance Amending Various Sections of the Construction Code, the Zoning Ordinance and the Site Plan Ordinance to Add the R-5 Reference and Amend Certain Fee Provisions was adopted on February 17, 2009; and

**WHEREAS**, Ordinance No. 1330, Section 345-24. Fees is amended as follows:

**SECTION 1.**

<u>CATEGORY</u>	<u>APPLICATION FEE</u>	<u>ESCROW FEE</u>
Subdivision, Minor	\$250.00	\$1,000.00 per lot
Subdivision, Major	\$400.00	\$1,000.00 per lot
Site Plan, Major (Preliminary)	\$350.00	\$2,000.00
Site Plan, Major (Final)	\$350.00	\$2,000.00
Informal Review	\$100.00	\$1,000.00
Variances	\$300.00 per Variance	\$500.00 if no Site Plan required; \$2,000.00 if Site Plan required
Request for Extension of Time	\$100.00	\$100.00
Subdivision or Site Plan Amendment	50% of original fees	
<b><u>Zoning Permit</u></b>	<b><u>.0035% of project cost (but not less than \$100.00)</u></b>	
Certified List of property owners	\$10.00	
Tax Map changes resulting from Subdivisions and other applications creating new lots	\$300.00	
Copy of minutes, Proceedings and Notice of Decisions	Refer to Chapter 92, Article I of the Borough of Stone Harbor Code	

**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, be and the same are hereby repealed.

**SECTION 4.** This Ordinance shall take effect immediately upon final adoption and publication in accordance with law.

APPROVED:

\_\_\_\_\_  
Suzanne M. Walters, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne C. Stanford, Borough Clerk

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(3)

**RESOLUTION**

**A RESOLUTION AUTHORIZING ADOPTION OF 82<sup>ND</sup> STREET  
CONSERVATION RESTRICTION #05-10-U-040**

WHEREAS, the NJDEP CAFRA Permit for the Storm/Beach Outfall Elimination Project-Phase 2 & 3 require a conservation restriction at the 82<sup>nd</sup> Street street end, NJDEP PI#0510-09-0025.3, CAF 110001, and

WHEREAS, the Borough Engineer has completed the required conservation restriction documentation, a complete set attached hereto; and

WHEREAS, the Borough needs to adopt the conservation restriction, sign the appropriate sections and file with the County Clerk's office.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Stone Harbor in the County of Cape May, State of New Jersey, duly assembled in public session this 7<sup>th</sup> day of May, 2013, that the preamble hereof is hereby incorporated herein by reference;

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the 82<sup>nd</sup> Street Conservation Restriction and any associated documents, on behalf of the Borough of Stone Harbor.

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 ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME (*deceased 2006*)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bradley A. Blubaugh, BA, MPA

#### SENIOR ASSOCIATES

John J. Cantwell, PE, PP, CME  
Alan Diltzenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AEI  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Farola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czepakanski, PE, CME, BCEF

#### Remington & Vernick Engineers

232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

#### Remington, Vernick & Vena Engineers

9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

#### Remington, Vernick & Walberg Engineers

845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

#### Remington, Vernick & Beach Engineers

922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

#### Remington, Vernick & Arango Engineers

The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

April 24, 2013

Ms. Jill Gougher, Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
New Jersey 08247

Re: **Borough of Stone Harbor, Cape May County**  
**82nd Street Conservation Restriction**  
**NJDEP PI#: 0510-09-0025.3, CAF110001**  
**Our File #: 05-10-U-040**

Dear Ms. Gougher:

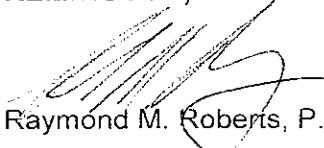
The NJDEP CAFRA Permit for the Storm Sewer/Beach Outfall Elimination Project-Phase 2 & 3 required a conservation restriction at the 82nd Street street end. We have been working with Mr. Michael Lutz, NJDEP, and have completed the required conservation restriction documentation.

The complete set of documentation is attached. The Borough needs to adopt the conservation restriction and sign the appropriate sections. You will note, it is necessary for the Borough to file the conservation restriction with the County Clerk's office.

We are forwarding a copy of this letter, with enclosures, to Mr. Michael Lutz for his information and to show the Borough is processing the conservation restriction. Once fully adopted and signed, kindly return an original copy to this office and we will then transmit to NJDEP.

If you should have any questions, please feel free to contact me at our Wildwood office.

Very truly yours,  
**REMINGTON, VERNICK & WALBERG ENGINEERS**



Raymond M. Roberts, P.E.

RMR:eb

Enclosures

cc: Michael Lutz, NJDEP (via email)  
Suzanne C. Stanford, Borough Clerk (via email)  
Marc DeBlasio

S:\Stone Harbor\05-10-u\0510U040 NJEIT Beach Outfall Elimination Program - Phase 2\Correspondence\0510U040 13\April24 Gougher Restriction Easement Ltr.doc

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**Suzanne Stanford**

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**From:** Ray.Roberts@rve.com  
**Sent:** Thursday, May 02, 2013 4:55 PM  
**To:** Suzanne Stanford  
**Cc:** Marc\_DeBlasio/rve@rve.com  
**Subject:** Fw: Scanned from TOS-Clerk 05/02/2013 09:18  
**Attachments:** DOC050213.pdf

Dear Ms. Stanford:

RV&W, on behalf of the Boruogh, prepared, submitted and secured a CAFRA permit for the storm outfall elimination project.

A NJDEP condition of the CAFRA approval was to file a Conservation Restriction on the 82nd St. street-end to allow public access. The plans call for a proposed outfall pipe to the bay through the existing bulkhead. This generated the need for the CAFRA permit. NJDEP advised this office as to the necessary information they require for a Conservation Restriction. The package we have prepared and forwarded to Stone Harbor must be approved by the Borough, signed and returned to the this office. RV&W will then forward the document to NJDEP to complete their CAFRA file.

If you have any questions please call me at our Wildwood office.

Thank you,

Ray

----- Forwarded by Ray Roberts/rve on 05/02/2013 04:47 PM -----

**Marc DeBlasio**

05/02/2013 11:05 AM

To: Suzanne Stanford <StanfordS@stone-harbor.ni.us>  
cc: Mike Donohue <micdonohue@comcast.net>, Ray Roberts/rve@rve.com  
Subject: Re: FW: Scanned from TOS-Clerk 05/02/2013 09:18 [Link](#)

Sue,

I have copied Ray Roberts on this email for his input since he has been involved.

Ray,

Please review and advise. Thanks, Marc.

**FW: Scanned from TOS-Clerk 05/02/2013 09:18**

Suzanne Stanford

to: [Marc.DeBlasio@rve.com](mailto:Marc.DeBlasio@rve.com)

05/02/2013 10:38 AM

Cc: Mike Donohue

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

(4)

**Refund of Charges Paid on Exempt Properties**

**WHEREAS**, on April 16, 2013 Borough Council adopted Resolution 2013-S-91 exempting certain civic and charitable organizations from all water and sewer charges for the 2013 year; and

**WHEREAS**, the Stone Harbor Board of Education, the Stone Harbor Women’s Civic Club; and the Immaculate Heart of Mary, Villa Maria – Rectory Account were included on the list of civic and charitable organizations; and

**WHEREAS**, the above mentioned civic and charitable organizations received and paid First Quarter Water/Sewer Excess Bills; and

**WHEREAS**, it is the desire of Borough Council to honor the spirit and the intent of the Resolution and refund these organizations their payments.

**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 refund checks be issued for the following accounts:

- 1. Account #07390  
Board of Education/School Building  
235 93<sup>rd</sup> Street \$1.50
- 2. Account #08860  
Women’s Civic Club  
12 96<sup>th</sup> Street \$29.25
- 3. Account #19945  
Immaculate Heart of Mary  
111 @ First Avenue \$761.25

**BE IT FURTHER RESOLVED** that the Utilities Collector makes 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 ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

(5)

A RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT WITH THE STONE HARBOR BOARD OF EDUCATION

WHEREAS, N.J.S.A. 40:8A-1 et seq., authorizes municipalities and school districts to enter into agreements for the purposes of exchanging, sharing and cooperating with regard to services common to said communities through Interlocal Services Agreements; and

WHEREAS, the Borough and the Stone Harbor Board of Education have enjoyed a long-term, cooperative relationship and wish to continue same by way of the Interlocal Services Agreement attached hereto and made a part hereof by reference; and

WHEREAS, entering into an Interlocal Services Agreement with the Stone Harbor Board of Education has been deemed to be in the best interest of citizens of the Borough and the students of the Stone Harbor Elementary School.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape may, State of New Jersey, duly assembled in public session this 7<sup>th</sup> day of May, 2013 that the preamble of this Resolution is hereby incorporated by reference;

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq.

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 ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF STONE HARBOR AND STONE HARBOR BOARD OF EDUCATION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40:8A-1 ET SEQ.

THIS AGREEMENT by and between the BOROUGH OF STONE HARBOR, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Stone Harbor" and the STONE HARBOR BOARD OF EDUCATION, a School District for the State of New Jersey, hereinafter referred to as "BOARD OF EDUCATION".

WHEREAS, N.J.S.A. 40:8A-1 et seq. authorizes municipalities and Boards of Education to enter into an agreement for the exchange of interlocal services pursuant to the provisions of that statute known as the "Interlocal Services Act"; and

WHEREAS, Stone Harbor has equipment and personnel available to service limited and specific needs of the Board of Education as outlined in Section 1; NATURE AND EXTENT OF SERVICES TO BE PERFORMED during the period of time commencing on May 7, 2013 and expiring on May 7, 2018; and

WHEREAS, the Board of Education has the need to utilize such equipment and services available by Stone Harbor for the aforesaid period of time; and

WHEREAS, N.J.S.A. 18A:20-22 permits that a Board of Education may join with the governing body of a municipality to acquire, improve, equip, operate and maintain playgrounds, gymnasiums and indoor recreation centers and may also appropriate money and pay the governing body for the joint services; and

WHEREAS, each respective party has determined through its governing body that the exchange of such services are fair and equitable, shall serve to save each respective party substantial sums of money and serve the best interests and the health and welfare for each of the respective parties.

FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40:8A-1 et seq. the parties agree as follows:

## **1. NATURE AND EXTENT OF SERVICES TO BE PERFORMED.**

A. Stone Harbor shall provide the following services:

- i. Solid waste and recycling collection services as part of the scheduled collection services with Stone Harbor.
- ii. Snow removal to include application of salt and removal of snow from sidewalks and parking lot as necessary.
- iii. The use by the Board of Education of certain skilled craft employees of the Department of Public Works, including but not limited to assisting school staff or contractors with respect to landscaping activities provided on an "as needed/as available" basis.

1. The schedule to provide landscaping services will be:

- a. May-Weeding, apply mulch for season, trimming of trees and shrubs as necessary.
- b. April through October – Mowing of grass, edging and trimming as needed.
- c. Last two weeks in August trim and weed if necessary in preparation of start of school year.

2. The schedule to turn irrigation system on and off will be:

- a. Late May – turn irrigation system on.
- b. October – turn irrigation system off.

3. General maintenance, repairs and upgrades to irrigation system will be the responsibility of the Board of Education.

B. Board of Education shall provide the following services:

- i. Access to playground and basketball courts in Stone Harbor Public School yard.
- ii. Utilization of Stone Harbor Public School building for Borough Recreation Department supervised functions.
- iii. Utilization of Stone Harbor Public School building for civic group functions as per Stone Harbor School Board policy.

## **2. LEVEL, QUALITY AND SCOPE OF PERFORMANCE AND ASSIGNMENT AND ALLOCATION OF THE RESPONSIBILITY FOR THE SAME AMONG THE PARTIES:**

The parties have exchanged between their respective administrators for the municipality and the school board information relating to the level, quality and scope of performance of each service including but not limited to appropriate ordinance provisions. Specific assignment and allocation of responsibility for meeting these standards other than set forth specifically herein shall be made by the administrators of each respective party.

**3. ESTIMATED COSTS OF SERVICES.** Each party through its personnel has prepared a cost analysis of each respective service which has been determined to represent a fair exchange in value for services. Adjustments in value may be addressed by adjustments in schedule by the respective administrators. It is the intention of the parties that throughout the term of this Agreement that the exchange represent both in dollar cost and in intrinsic service value the fair and reasonable exchange among the parties. The parties agree that in the event that a disparity exists relative to the above that the adjustments will be made.

Each party further agrees to hold the other harmless for its acts or omissions falling within the scope of the above operations and services provided, caused in part or in whole by either the employees or the equipment owned, operated and controlled by each respective municipality.

Each party represents and acknowledges that it has serviced notice of this proposed agreement upon its appropriate insurance carriers.

**4. EITHER PARTY** may terminate this agreement by providing the other party 60 days advance notice of the termination.

**5. EFFECTIVE DATE.** The effective date of this Agreement is May 7, 2013 or the earliest date following the adoption of the appropriate legislation by each respective party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF STONE HARBOR

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
STONE HARBOR BOARD OF EDUCATION

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(6)

**RESOLUTION**

WHEREAS, SeaLuke, LLC, Don Samples submitted permit fees for 11023 Sunset Drive in the amount of \$5,864.00 and has since sold the property prior to doing the work; and

WHEREAS, the Zoning Officer has requested and approved the return of such fees, minus 20% plan review, which amounts to \$1,172.80; and

WHEREAS, the sum of \$ 4,691.20 remains to be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council in the Borough of Stone Harbor that the amount to be reimbursed to SeaLuke, LLC, Don Samples of 22 Dartmouth Lane, Haverford, Pa. 19041 shall be \$ 4,691.20.

BE IT FURTHER RESOLVED that the CFO and Zoning Officer make the property adjustments to 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 ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(1)

**RESOLUTION**

WHEREAS, MaGrann Construction submitted a Dumpster permit fee for 409 – 99<sup>th</sup> Street in the amount of \$250.00; and

WHEREAS, the Zoning Officer has requested and approved the return of such fee since the builder decided not to do the work.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council in the Borough of Stone Harbor that the amount of \$250.00 be refunded to MaGrann Construction of 701 East Gate Drive, Mount Laurel, N.J. 08054.

BE IT FURTHER RESOLVED that the CFO and Zoning Officer make the property adjustments to 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 ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

(8)

**Refund \$500.00 Water Meter Rental Deposit Fee**

**WHEREAS**, pursuant to Section 542-13 of the Borough's General Code, Asphalt Paving Systems, Inc. deposited a \$500.00 meter rental deposit fee on September 26, 2012; and

**WHEREAS**, upon completion of the local improvement, Asphalt Paving Systems, Inc. returned the hydrant meter to Public Works on March 20, 2013 and paid the water fees due for useage; and

**WHEREAS**, the Utilities Collector has requested that a refund be issued to Asphalt Paving Systems Inc. in the amount of \$500.00.

**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 on this 7<sup>th</sup> day of May, 2013 that a refund check in the amount of \$500.00 be issued to Asphalt Paving Systems Inc., P.O. Box 530, Hammonton, NJ 08037.

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 ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(9)

**RESOLUTION**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR  
EXTRAORDINARY UNSPECIFIABLE SERVICES  
FOR SHORT SHOT BASKETBALL CAMP DURING THE SUMMER SEASON OF 2013**

**WHEREAS**, the Borough of Stone Harbor, in an effort to expand recreational opportunities for residents and visitors has pursued the provision of certain “sports sessions” which are extraordinary and not amenable to typical specification processes; and

**WHEREAS**, agreements to provide such services are acceptable and do not fall under typical specification procedure and are therefore exempt from public bidding in accordance with N.J.S.A. 40A:11-5 as Extraordinary Unspecifiable Services; and

**WHEREAS**, a contract for the following services has been prepared and is on file with the Borough Clerk:

- 1. Robert Ridgway – Shore Shot Basketball Camp  
June 7<sup>th</sup> through September 8<sup>th</sup>, 2013

**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 7<sup>th</sup> day of May, 2013, as follows:

- 1. That the preamble of this Resolution is hereby incorporated by reference as if set forth herein by reference; and
- 2. That the Mayor and Clerk are hereby authorized and directed to execute the aforementioned contract on behalf of the Borough.

Offered by ..... Secoded 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 ....., 2013

Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

**BOROUGH OF STONE HARBOR**

CAPE MAY COUNTY, NEW JERSEY

(10)

**RESOLUTION**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DUFFIELD ASSOCIATES FOR PROFESSIONAL SERVICES STONE HARBOR BIRD SANCTUARY RESTORATION/REJUVENATION UNDER THE "NONFAIR AND OPEN" PROCESS**

**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 permit compliance, habitat maintenance support services and restoration/rejuvenation enhancement initiatives at the Bird Sanctuary; and

**WHEREAS**, Duffield Associates are geoscientific experts consisting of professional engineers and other professionals with experience in consulting with regard to such projects; and

**WHEREAS**, in accordance with the attached proposal dated March 15, 2013 for Project No. 5976.WP, which is hereby incorporated by reference and made a part hereof, Duffield Associates will provide professional services at the Bird Sanctuary as detailed in the proposal not to exceed \$17,400; and

**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 7<sup>th</sup> day of May, 2013, 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 bearing Project No. 5976.WP and dated March 15, 2013 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, Duffield 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 the .....day of ....., 2013

The above resolution approved this ..... day of....., 2013

Borough Clerk

Mayor



March 15, 2013

The Honorable Suzanne Walters, Mayor  
c/o Ms. Jill Gougher – Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

RE: Project No. 5976.WP, Step 1 (Permit Compliance)  
Phase IX Professional Services  
Stone Harbor Bird Sanctuary Restoration/Rejuvenation  
Stone Harbor, New Jersey

Dear Mayor Walters:

Duffield Associates, Inc. (Duffield Associates) is pleased to provide this scope of services and fee estimate for the Stone Harbor Bird Sanctuary (SHBS) Rejuvenation Project, Permit Compliance Task. We are grateful for the opportunity to continue to partner with the Borough of Stone Harbor (the "Borough") its Natural Resource Committee (NRC) and the SHBS Advisory Committee on (SHBS-AC) this project.

Based on our discussions with the SHBS-AC and your staff, we are providing a limited scope for services related to managing, reporting, and complying with the conditions set forth by the 2008 U.S. Army Corps of Engineers (USACE) Permit CENAP-OP-R-2007-1195, Stone Harbor Bird Sanctuary Rejuvenation Project. This permit was issued for five years; unless additional issues are encountered, 2013 concludes the monitoring cycle for this grant.

This proposal includes tasks anticipated for the period from March 15, 2013 through December 31, 2013. We propose the following scope of services for Phase IX, Permit Compliance Tasks associated with this project. A separate proposal for Step 2 (including habitat management, continued habitat maintenance, and project management) will follow.

**A. SCOPE OF SERVICES**

TASK 1: PERMIT COMPLIANCE  
(Budget \$13,000.00 – \$15,000.00)

**Permit Compliance**

Duffield Associates developed and supported the permit, which authorizes the Borough to proceed with wetland creation, enhancement and restoration activities within the SHBS. This permit was granted February 1, 2008, and is attached. A

condition of the permit was to develop a monitoring protocol that ensures that habitat improvements presented in the permit application have been achieved in the field. In compliance with this condition, Duffield Associates submitted a monitoring plan to the USACE in March 2008. The monitoring plan is also attached.

The USACE permit and subsequent monitoring plan specifies vegetative, non-tidal, and tidal hydrology monitoring for a period of five years. The monitoring plan recognizes 2013 as the final reporting year.

Based on Duffield Associates' experience with other USACE permit compliance operations, the final monitoring report should also serve as documentation of permit closure and confirmation with the USACE. This step documents that all conditions of the permit have been satisfied, and the USACE requires no additional information regarding the permit or project.

As part of the Permit Compliance Task, we propose to perform the following:

- a. Continue to maintain/repair the installed piezometers and monitoring equipment on site; collect/download and analyze data quarterly during this remaining 9-month period through December 2013 as hydrologic conditions dictate;
- b. Summarize acquired hydrologic data into the hydrology database for use in Sanctuary management (water level control) and permit reporting;
- c. At a minimum, conduct site visits in June and September for required monitoring in 2013 to collect data on flora, fauna, hydrology, and other issues of concern (including, but not limited to, tidal flow regulating controls related to target water level elevations/duration) to the regulatory agencies that are required for preparation of the annual monitoring reports (target deliverable date in December 2013) in accordance with the approved monitoring plans and permit conditions;
- d. Prepare and submit the written permit compliance (monitoring) report to the USACE in December 2013; and
- e. Respond to verbal and written inquiries from and communicate with USACE, regarding compliance and monitoring. Based upon our experience to date, this proposal assumes that no more than two site visits (compliance inspections) are required with these agencies for this task.

**TASK 2. TASK MANAGEMENT**  
(Budget \$2,000.00 – \$2,400.00)

Duffield Associates will complete those activities necessary for coordination with the SHBS Advisory Committee, contract terms, and status updates for the duration of this phase.

This task includes submittal of quarterly progress reports to SHBS-AC, SHBS-AC and Borough support, including meeting attendance and teleconferences, as related to permit compliance.

**B. ASSUMPTIONS**

Our fee estimates for the above scope of services is based on the following assumptions:

Permit close-out activities will be limited to no more than two site visits by the USACE and one final monitoring report summary. Additional updates, site visits, and/or coordination will be addressed as an amended or additional task and on a “time-spent” basis.

**C. SCHEDULE**

We are prepared to commence providing the services, described herein, within one week of your authorization to proceed.

**D. ESTIMATED FEE**

We are providing an estimate of our fees for the Phase IX, Permit Compliance Task, outlined herein. Based upon our past experience, we anticipate that some elements of this task may change/expand/reduce in scope. Because of this, we propose to provide our services on an actual “time-spent” basis in accordance with the enclosed Hourly Rate Schedule. Our estimated fees will not be exceeded without prior discussion with you and approval from you.

Task 1. Permit Compliance.....	\$13,000.00 – \$15,000.00
Task 2. Task Management.....	<u>\$ 2,000.00 – \$ 2,400.00</u>
<b>TOTAL ESTIMATED FEE.....</b>	<b><u>\$15,000.00 – \$17,400.00</u></b>

The Honorable Suzanne Walters, Mayor  
c/o Ms. Jill Gougher – Administrator  
RE: Project No. 5976.WP  
March 15, 2013  
Page 4



This agreement is solely between the Borough of Stone Harbor and Duffield Associates, Inc., and all invoices are payable by the Borough of Stone Harbor to Duffield Associates, Inc. Other conditions of this proposal are enclosed as General Contract Conditions and are hereby made a part of this agreement. As acceptance of this proposal and as authorization to proceed, kindly sign below and return a copy of this agreement. The terms of this proposal are valid for a period of 30 days.

We enthusiastically look forward to continue working with you on this important and exciting project. Please do not hesitate to call us if you have any questions concerning the enclosed information.

Very truly yours,

DUFFIELD ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'D. Gosse'.

David C. Gosse  
Senior Project Scientist

A handwritten signature in black ink, appearing to read 'Jeffrey M. Bross'.

Jeffrey M. Bross, P.E., LEED AP, FACEC  
Principal-In-Charge

DCGVJMB:bac  
WORD\5976WP.SFIBSPhaseI.X.step1.PRO

Enclosures: General Contract Conditions  
Hourly Rate Schedule  
USACE Permit CENAP-OP-R-2007-1195  
Duffield Associates' March 2008 Stone Harbor Bird Sanctuary Wetland  
Restoration and Rejuvenation Monitoring Plan.

cc: Councilwoman Josee Rich – Borough of Stone Harbor, Natural Resources Committee  
Mr. Jack Berrigan – Chair, Stone Harbor Bird Sanctuary Advisory Committee

ACCEPTED BY: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Please Print Name & Title)  
FOR: \_\_\_\_\_  
Borough of Stone Harbor  
DATE: \_\_\_\_\_

DUFFIELD ASSOCIATES, INC.  
Wilmington, Delaware  
Georgetown, Delaware  
Cape May Court House, New Jersey  
Havre de Grace, Maryland  
Carlisle, Pennsylvania  
Philadelphia, Pennsylvania

GENERAL CONTRACT CONDITIONS

1. CHARGES

Personnel: Charges are computed on the hourly rate schedule listed in the proposal. Direct charges will be invoiced for the individuals performing construction review services. Overtime, over 8 hours per day or 40 hours per week for T-1 through T-8 level employees will be invoiced at 1.5 times the rate of the individual performing the services. A multiplier of 2.0 will be utilized for fieldwork on Sundays and Holidays. A minimum of 4 hours will be invoiced for site visits by our technical staff.

Prevailing Wages: Prior to project initiation, Client agrees to notify Duffield Associates in writing if Prevailing Wage regulations apply to the Project, and in particular, the Services to be provided to Client by Duffield Associates. Absent such notification, Client agrees to release, hold harmless and reimburse Duffield Associates for any liability and costs Duffield Associates may incur resulting from a subsequent determination that Prevailing Wage regulations apply to the Services provided to Client by Duffield Associates, including any and all costs, fines and attorney's fees.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, subcontractors, consultants, laboratories and supplies required to complete the project are itemized in the proposal. A 15 percent fee is added to all subcontract invoices to cover handling and added costs. Expenses for reproduction, photographs, postage, long distance phone calls, mileage, etc. will be invoiced at cost.

2. SUBCONTRACT SERVICES

To perform test borings and other services, we may elect to engage a subcontractor. At Client's request, we can arrange for Client to enter into a direct contract with the subcontractor. In that event, invoices for these outside services will be furnished to you for your direct payment to the subcontractor.

3. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within 30 days are subject to a service charge of one and one-half (1-1/2) percent per month. Fees incurred for the collection of delinquent accounts will be paid by the Client. Time spent in additional detailing of invoices, beyond reference to the proposal, is considered direct effort on the project and will be invoiced.

4. SAMPLES

All samples acquired by Duffield Associates (soil, concrete, rock, etc.) will be discarded thirty (30) days after submission of our final report, unless Client directs us in writing to do otherwise. Upon Client's written request, Duffield Associates will forward the samples at Client's cost, or will store them for Client for an agreed period and storage charge.

5. RIGHT OF ENTRY ON SITE AND UTILITIES

Unless otherwise agreed, the Client will furnish right of entry on the site for us to make the planned borings, explorations and other evaluations.

We will take reasonable precautions to avoid damage to buried utilities, including utilizing the services of a recognized "notification center," such as Miss Utility, as an attempt to locate unknown underground utilities. However, we will not be responsible for damage or injury resulting from our explorations for Client's project which encounter unknown utilities or structures not specifically designated.

Client acknowledges that it is now and shall remain in control of the site at all times. Duffield Associates does not, by its entry into an agreement with Client, assume any responsibilities or liabilities with respect to the site. Duffield Associates is responsible solely for its own and its employees' activities on the job site, but this shall not be construed to relieve owner or any construction contractors from their responsibility for maintaining a safe job site.

6. SITE RESTORATION

We will take reasonable precautions to minimize damage to the site from the use of our equipment, but have not included in our fee the cost for restoration of damages and/or conditions that may result from these operations. At the completion of our evaluation, we will backfill excavations with excavated soils/materials and attempt to either level off this area with the adjacent ground surface, or mound the excavated soils/materials in the vicinity of the excavation (or borehole). Unless specifically noted in this agreement, we will not remove materials from the site of the excavation. It should be noted that the backfilled soils/materials may settle with time resulting in depressions or holes in the ground surface, and require further restoration. Any additional site restoration requested by you in writing can be performed and the cost will be added to our fee. If we are not requested to perform restoration, Duffield Associates will not be responsible for damages arising from the settlement of backfilled test borings or test pits.

7. UNANTICIPATED CONDITIONS

Environmentally regulated substances may exist or be encountered at a site where there is no reason to believe they could or should be present. If during the performance of our services, we encounter any unforeseen hazardous conditions or regulated substances or other unforeseen conditions or occurrences, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client. Duffield Associates and Client agree that the discovery of such conditions may constitute a significant change in the scope of work of our agreement. Based on our evaluation of conditions, we may:

- a. If practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal.
- b. Stop work pending agreement with Client to modify the scope of services and estimate of charges to include evaluation of the previously unforeseen conditions and occurrences. These changes may include modifications of these General Contract Conditions and/or modification to the limits of our professional liability insurance (if such is reasonably available). Hourly rates for personnel shall be revised to accommodate our increased expenses, in connection with the modified work.
- c. Terminate the services effective on the date specified by us in writing.

Client waives any claim against Duffield Associates and agrees to indemnify and defend and hold Duffield Associates harmless from any claim of liability for injury or loss arising from Duffield Associates' encountering unanticipated hazardous materials or suspected hazardous materials.

**8. CONFIDENTIALITY**

Duffield Associates will not intentionally divulge information regarding the proposal, services or report, except to Client or parties designated by Client. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, Duffield Associates, as a professional organization, will notify the appropriate authorities. Client waives any claim against Duffield Associates and agrees to defend, indemnify and save Duffield Associates harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is in the public domain or which is provided to us by third parties is not considered confidential.

**9. COST ESTIMATES**

Our cost estimate is an opinion of the probable costs required to construct or perform the work recommended. Estimates involve assumptions as to actual conditions on the site, the general construction climate, and other factors over which we have no control. Given the assumptions which must be made, Duffield Associates cannot guarantee the accuracy of our opinions of cost. In recognition of that fact, Client waives any claim against Duffield Associates regarding any opinion of probable cost.

**10. SHOP DRAWING REVIEW**

Client agrees that we shall review shop-drawing submissions solely for their conformance with our design intent in conformance with information given in the construction documents. We shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility.

**11. BIOLOGICAL POLLUTANTS**

Duffield Associates' scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that Duffield Associates will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless Duffield Associates from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by Duffield Associates' sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

**12. WARRANTY AND STANDARD OF PERFORMANCE**

Duffield Associates shall perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of the Profession currently practicing under similar conditions. No warranty either expressed or implied is intended. Our recommendations are based on our interpolation of conditions encountered by the explorations. Conditions between the explorations are, in fact, unknown. Field review during excavation/construction is an integral part of the design, since significantly more knowledge of subsurface conditions will be revealed by the excavation process. Depending on site conditions, it may be necessary for us to be retained during the construction process to complete our design recommendations.

**13. INSTRUMENTS OF SERVICES**

Documentation of Duffield Associates' evaluations, analyses, opinions and designs are provided in written "hard-copy" reports, letters, drawings, or other formats. Frequently clients request documents on electronic media. Text, data and graphical representations that are stored or transmitted on electronic media, may be subject to uncontrollable alteration and thus such electronic format copies will be provided solely as a convenience, and the hard-copy original will constitute the final copy deliverable. Client will have 30-calendar days after receipt of electronic media to inspect the material for completeness and accuracy. If possible, Duffield Associates will correct any discovered errors in the electronic material within this period and resubmit to Client. Duffield Associates will not be responsible for the completeness or accuracy of the electronic media after the 30-day acceptance period, or for any alternations made by Client or others.

**14. LIABILITY**

General: Our liability to our Client for injury or damage to persons or property for which we may be found legally liable shall be limited to the following:

Workmen's Compensation .....	Statutory Limits
Employer's Liability .....	\$100,000
Comprehensive General Liability Bodily Injury & Property Damage Combined Single Limit .....	\$1,000,000

Professional Liability: Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions such that our total aggregate liability shall not exceed \$50,000.00 or our total fee, whichever is greater.

For assignments relating to residential, environmental services, and sinkhole explorations, our liability will be limited to our fee.

If unanticipated conditions, as defined herein, are encountered, limitations of coverage will be subject to a revision of our agreement.

**15. INDEMNIFICATION**

Duffield Associates and Client each agrees to indemnify and hold harmless the other for all losses, expenses, and liabilities resulting in damages, which include injury or death of any person, including employees of either party, any loss of or damage to property, including property of either party or the environment, to the extent that damages result from any negligent acts, errors or omissions of the indemnifying party, its agents, employees, subcontractors, or assigns. Further, in the event of joint negligence with any third party, Duffield Associates and Client each agrees to indemnify and hold harmless the other for the proportion of Damages arising from the indemnifying party's negligent acts, errors, or omissions.

This indemnification provision is subject to any limitations, other indemnifications, or other provisions agreed to by the parties.

DUFFIELD ASSOCIATES, INC.

HOURLY RATE SCHEDULE  
ENGINEERING/SCIENCE SERVICES

Effective July 1, 2012

<u>Professional</u>	<u>Hourly Rate</u>
P-1 Scientist 1 .....	\$68.00
P-2 Scientist 2 .....	\$77.00
P-3 Scientist 3 .....	\$85.00
P-4 Scientist 4/Engineer 1 .....	\$92.00
P-5 Scientist 5/Engineer 2 .....	\$99.00
P-6 Scientist 6/Engineer 3 .....	\$110.00
P-7 Project Manager/Senior Scientist 1/Senior Engineer 1 .....	\$121.00
P-8 Project Manager/Senior Scientist 2/Senior Engineer 2 .....	\$126.00
P-9 Project Manager/Senior Scientist 3/Senior Engineer 3 .....	\$131.00
P-10 Senior Consultant/Senior Scientist 4/Senior Engineer 4 .....	\$140.00
P-11 Senior Consultant/Senior Scientist 5/Senior Engineer 5 .....	\$151.00
P-12 Principal/Senior Consultant .....	\$161.00
P-13 Principal/Senior Consultant .....	\$173.00
P-20 Senior Principal (Investigations) .....	\$227.00
<u>Technical</u>	
T-1 Technician 1 .....	\$47.00
T-2 Technician 2 .....	\$55.00
T-3 Technician 3 .....	\$62.00
T-4 Technician 4 .....	\$67.00
T-5 Technician 5 .....	\$76.00
T-6 Senior Technician 1 .....	\$84.00
T-7 Senior Technician 2 .....	\$92.00
T-8 Senior Technician 3 .....	\$99.00
<u>Administration</u>	
A-1 – A-3 Administrative 1 .....	\$49.00
A-4 – A-6 Administrative 2 .....	\$54.00
A-7 – A-8 Administrative Manager .....	\$87.00
A-9 – A-10 Senior Administrative Manager .....	\$121.00

Subject to increase on July 1, 2013. A separate rate schedule applies for projects classified as environmental. Please refer to the General Contract Conditions.

# BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

## RESOLUTION

(11)

**WHEREAS**, the Borough of Stone Harbor at a duly constituted meeting of Mayor and Council on April 16, 2013 voted upon and passed Resolution 2013-S-83 returning certain escrow monies for Street Openings; and

**WHEREAS**, the return of \$2,200 to Brandywine Construction for 2 – 99<sup>th</sup> Street was included in the Resolution; and

**WHEREAS**, the sum of \$2,200 was not received from Brandywine Construction by the Borough for a Surety for a Street Opening.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, as follows:

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That Resolution 2013-S-83, passed by Borough Council as set forth above is hereby amended by cancelling the reimbursement of \$2,200 to Brandywine Construction and that the CFO and the Zoning Officer 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 ....., 2013

.....  
Borough Clerk

The above resolution approved this ..... day of....., 2013

.....  
Mayor

(13)

**BOROUGH OF STONE HARBOR  
PERSONNEL REQUISITION**

Position Beach Tag Supervisor Department Beach Patrol

Description of Duties Supervision of daily operation  
of beach taggers

Qualifications Several previous years as a beach inspector

Reason for Request \_\_\_\_\_

Number Needed 1 When Needed Now Planned Salary 11,000

Type:

Permanent _____	Addition to Staff _____	Replacement _____
Part Time _____	Hours per week _____	Length _____
Seasonal <u>X</u>	Beginning <u>now</u>	Ending <u>Labor Day</u>

Requested by Sandy Besacco Date 4/15/13

Approvals: \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature]

**PAYROLL AUTHORIZATION**

Employee Name Megan Russ Department No. \_\_\_\_\_

Social Security Number \_\_\_\_\_ Start Date 4/15/13

Starting Wage/Salary \$11,000 salary Hired by Sandy Besacco

Approvals: [Signature]

Form SHF 9601

Adopted by Resolution 2001-S-67 on May 1, 2001

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Verra, PE, PP, CME (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bradley A. Blubaugh, BA, MPA

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(717) 766-0232 (fax)

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(412) 263-2210 (fax)

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& Arango Engineers  
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Lincoln Building, Suite 600  
101 Route 130  
Cranford, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

March 22, 2013

VIA EMAIL & REGULAR MAIL

Ms. Jill Gougher, Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

Subj: Borough of Stone Harbor  
Procurement for Furnishing a Refuse Truck for the Borough  
M2013-126

Dear Ms. Gougher:

REMINGTON, VERNICK & WALBERG ENGINEERS respectfully requests \$2,500.00 to procure and receive bids for furnishing a Refuse Truck for the Borough. It is our understanding our services only pertain to a material delivery specification only and does not include contract administration or inspection services.

Please note the bid specifications will be prepared utilizing the Borough's technical specification which will be delivered to our office.

Remington, Vernick & Walberg Engineers looks forward to working with the Borough of Stone Harbor on this important project. Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 522-5150.

Sincerely,  
REMINGTON, VERNICK & WALBERG ENGINEERS

By   
Marc DeBlasio, P.E., P.P., C.M.E.  
Senior Associate

cc: Greg Sheeran, Public Works Director, Borough of Stone Harbor (via email)  
Stacey Wright, Assistant Controller (via email)

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# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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CRAIG F. REMINGTON, PLS, PP, Vice President

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Michael D. Vena, PE, PP, CME (deceased 2008)  
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300 Penton Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

March 22, 2013

VIA EMAIL & REGULAR MAIL

Ms. Jill Gougher, Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

**Subj: Borough of Stone Harbor  
Procurement for Furnishing a Dump Truck for the Borough  
M2013-127**

Dear Ms. Gougher:

REMINGTON, VERNICK & WALBERG ENGINEERS respectfully requests \$2,500.00 to procure and receive bids for furnishing a Dump Truck for the Borough. It is our understanding our services only pertain to a material delivery specification only and does not include contract administration or inspection services.

Please note the bid specifications will be prepared utilizing the Borough's technical specification which will be delivered to our office.

Remington, Vernick & Walberg Engineers looks forward to working with the Borough of Stone Harbor on this important project. Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 522-5150.

Sincerely,  
REMINGTON, VERNICK & WALBERG ENGINEERS

By   
Marc DeBlasio, P.E., P.P., C.M.E.  
Senior Associate

cc: Greg Sheeran, Public Works Director, Borough of Stone Harbor (via email)  
Grant Russ, Public Works Supervisor, Borough of Stone Harbor (via email)  
Stacey Wright, Assistant Controller (via email)

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# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

CRAIG F. REMINGTON, PLS, PP, Vice President

## EXECUTIVE VICE PRESIDENTS

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Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Kessler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

### Remington & Vernick Engineers

232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

### Remington, Vernick & Vena Engineers

9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

### Remington, Vernick & Walberg Engineers

845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

### Remington, Vernick & Beach Engineers

922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicstown, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

### Remington, Vernick & Arango Engineers

The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penning Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

(16)

April 24, 2013

VIA EMAIL & REGULAR MAIL

Jill Gougher, Administrator  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, NJ 08247

**RE: Borough of Stone Harbor, Cape May County  
New Jersey Office of Clean Energy Direct Installation Program  
M2013-163**

Dear Jill:

The Borough of Stone Harbor may be eligible to receive a potential 70% grant from the New Jersey Office of Clean Energy Direct Installation Program for energy efficient improvements to Borough owned buildings.

As such, Remington, Vernick & Walberg Engineers respectfully requests a not to exceed fee of \$2,500.00 to prepare and submit this grant application.

Upon authorization from the Borough, we are prepared to begin work immediately. Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 522-5150.

Very truly yours,  
**REMINGTON, VERNICK & WALBERG ENGINEERS**



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

Cc: Stacey Wright (via email)

S:\Stone Harbor\Proposals\2013\M2013-163 13April24 NJ Office of Clean Energy Proposal.doc

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# Jenkintown Middle School/High School

West and Highland Avenue  
Jenkintown, PA 19046-2698

(17)

Mr. Thomas Roller, M.Ed.  
Principal  
(215) 884-1801

May 1, 2013

Dear Ms. Stanford:

For the past two years, my senior class has enjoyed a final trip experience together at Stone Harbor. I am requesting the opportunity to bring approximately 40 seniors to Stone Harbor on Tuesday June 11, 2013 to spend the day together at the beach. We would arrive at approximately 9:30 AM and depart around 3:30 PM. I would personally be attending the trip with two other school officials.

I thank you in advance for considering this request.

Respectfully,

Thomas Roller  
Principal

*The School District of Jenkintown is an equal opportunity employer*

## Suzanne Stanford

---

**From:** Liz Hargett  
**Sent:** Wednesday, May 01, 2013 9:55 AM  
**To:** Suzanne Stanford  
**Subject:** Applications for approval

Can I add these Four event applications?

Garden Club Yard Sale 5/18-5/19  
War at the Shore tournament 5.25  
Men's Softball League 5/25-8/15  
Harbaugh Developers Sandcastle Demo 7/06

Liz Hargett  
Tourism Director  
Borough of Stone Harbor  
9508 Second Avenue  
Stone Harbor, New Jersey 08247  
609-368-5102, ext. 108  
[hargettl@stone-harbor.nj.us](mailto:hargettl@stone-harbor.nj.us)

**BOROUGH OF STONE HARBOR**  
**SPECIAL EVENTS ON PUBLIC LANDS**

(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 Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

**LICENSE APPLICATION (Chapter 275)**

Name of Event: Garden Club of Stone Harbor Community Yard Sale

Date of Event: May 18, 2013 Location of Event: Parking Lot at Beach First Ave 95-96<sup>th</sup> St.

Rain Date: May 19, 2013 Street Closing Required?  Yes (Fees Required)  No

Type of Event:

Parade  Festival  5k/Walkathon (Designated Routes Only)

Bike Race  Triathlon  Sporting Event

Multi-Day Event  Rally/Demonstration  Other: Community Yard Sale

Estimate of Daily Crowd Expected: \_\_\_\_\_ Admission Fee (If Any): \$ \_\_\_\_\_

Site Plan Attached, If Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

---

Date of Application: April 15, 2013 Fee Paid: \$ —

Sponsor's Name: Garden Club of Stone Harbor

Contact Person: Marilyn Hahle

Phone: 972-5101  
368-0683 Email Address: mstoneharbor@aol.com

Mailing Address: 245 94<sup>th</sup> St.  
Stone Harbor, NJ 08247

**BOROUGH OF STONE HARBOR**  
**SPECIAL EVENTS ON PUBLIC LANDS**  
**WITH NO USE OF BOROUGH UTILITIES**

(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 Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

**LICENSE APPLICATION (Chapter 275)**

All fees shall be paid to the Borough Clerk when the application is filed

By filing this form you are stating to the Borough that your event will not need Borough funded utilities or employees on public property. The following information will be sent to the Department of Tourism, Stone Harbor Clerk's Office, Department of Public Works, SHPD and SHFD

<b>Application filing fees</b>	<b>\$50 within 60 Days</b> <b>\$75 within 30 Days</b> <b>\$125 within 15 Days</b>
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Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder and/as Additional Insured in addition to this completed form

Name of Event: WAR AT THE SHORE FOOTBALL TOURNAMENT  
 Date of Event: MAY 25 2013 Location of Event: 80th ST. FIELD  
 Rain Date: NONE Street Closing Required?  Yes (Fees Required)  No

Type of Event:

- Parade                       Festival                       Sk/Walkathon (Designated Routes Only)  
 Bike Race                       Triathlon                       Sporting Event  
 Multi-Day Event               Rally/Demonstration               Other: \_\_\_\_\_

Estimate of Daily Crowd Expected: 300 Admission Fee (If Any): \$ NONE

Site Plan Attached, If Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

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Date of Application: 1-3-13 Fee Paid: \$ 120.00  
 Sponsor's Name: PHILADELPHIA SPORT & SOCIAL CLUB (PSSC)  
 Contact Person: TIM HORAN  
 Phone: 484-919-8547 Email Address: TIM@PLAYPHILLYSPORTS.COM  
 Mailing Address: 3800 MADAWASK AVENUE  
PHILADELPHIA PA 19128

**BOROUGH OF STONE HARBOR**  
**SPECIAL EVENTS ON PUBLIC LANDS**  
**WITH NO USE OF BOROUGH UTILITIES**

(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 Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

**LICENSE APPLICATION (Chapter 275)**

All fees shall be paid to the Borough Clerk when the application is filed

By filing this form you are stating to the Borough that your event will not need Borough funded utilities or employees on public property. The following information will be sent to the Department of Tourism, Stone Harbor Clerk's Office, Department of Public Works, SHPD and SHFD

<b>Application filing fees</b>	<b>\$50 within 60 Days</b> <b>\$75 within 30 Days</b> <b>\$125 within 15 Days</b>
--------------------------------	---

Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder and/as Additional Insured in addition to this completed form

Name of Event: STONE HARBOR MENS UNDAY SOFTBALL LEAGUE

Date of Event: 5/19/13-8/25/13 Location of Event: 80th St Ball Field

Rain Date: \_\_\_\_\_ Street Closing Required?  Yes (Fees Required)  No

Type of Event:

- Parade                       Festival                       5k/Walkathon (Designated Routes Only)
- Bike Race                       Triathlon                       Sporting Event
- Multi-Day Event               Rally/Demonstration               Other: slow pitch softball

Estimate of Daily Crowd Expected: 50 Admission Fee (If Any): \$ none

Site Plan Attached, If Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 4/15/13 Fee Paid: \$ ?

Sponsor's Name: STONE HARBOR MENS SUNDAY SOFTBALL LEAGUE

Contact Person: KEVIN GALLAGHER

Phone: 267-994-2306 Email Address: kevigal@gmail.com

Mailing Address: 330 88th St

STONE HARBOR NJ 08247

*stone*

**BOROUGH OF STONE HARBOR**  
**SPECIAL EVENTS ON PUBLIC LANDS**  
**WITH NO USE OF BOROUGH UTILITIES**

(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 Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

**LICENSE APPLICATION (Chapter 275)**

All fees shall be paid to the Borough Clerk when the application is filed

By filing this form you are stating to the Borough that your event will not need Borough funded utilities or employees on public property. The following information will be sent to the Department of Tourism, Stone Harbor Clerk's Office, Department of Public Works, SHPD and SHFD

<b>Application filing fees</b>	<b>\$50 within 60 Days</b> <b>\$75 within 30 Days</b> <b>\$125 within 15 Days</b>
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Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder and/as Additional Insured in addition to this completed form

Name of Event: Sand Castle Bldg. Instructions  
 Date of Event: 7/16/13 Location of Event: 91st Street Beach

Rain Date: \_\_\_\_\_ Street Closing Required?  Yes (Fees Required)  No

Type of Event:

- Parade                       Festival                       5k/Walkathon (Designated Routes Only)  
 Bike Race                       Triathlon                       Sporting Event  
 Multi-Day Event               Rally/Demonstration               Other: \_\_\_\_\_

Estimate of Daily Crowd Expected: 50 Admission Fee (If Any): \$ 0

Site Plan Attached, if Applicable?  Yes  No Schedule of Activities Attached, if Applicable?  Yes  No

Date of Application: 4/11/13 Fee Paid: \$ 250  
 Sponsor's Name: Harbaugh Developers  
 Contact Person: Stephen Harbaugh  
 Phone: 856-264-3025 Email Address: stev@harbaughdevelopers.com  
 Mailing Address: 9727 3rd Avenue  
Stone Harbor, NJ 08247

## Suzanne Stanford

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**From:** Lisa Stefankiewicz  
**Sent:** Thursday, May 02, 2013 2:35 PM  
**To:** Suzanne Stanford  
**Subject:** Agenda Items for Discussion

Per Jill: Please add under Discussion Items:

Beach Replenishment Update  
County Library Update

Thanks.