

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

TUESDAY

October 2, 2012

4:30 p.m.

OLD BUSINESS:

NEW BUSINESS:

Resolution – 911 Architect

Best Practices Inventory

DISCUSSION

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES

WHEREAS, the State of New Jersey has, by statute, created two mechanisms for award of certain professional services contracts: (1) by what is known as the “fair and open” process whereby a request for proposal is published and professionals who have made contributions to political parties are entitled to appointment, and (2) by what is known as the “non-fair and open” process whereby only professionals who have not made reportable contributions are eligible for appointment

WHEREAS, the Borough of Stone Harbor has a need to acquire the services of a Professional Landscape Architecture Service and may do so under the “non-fair and open” process pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and,

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition of Phase One – Master Site Plan Development Phase, will not exceed \$ 9,200.00; and,

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, Taylor Design Group, Inc. 100 Technology Way, Suite 125, Mount Laurel, N.J. has indicated they will provide services as the Professional Landscape Architect Company for the Borough of Stone Harbor September 11th Memorial Design, Phase II ,Working Drawing Phase, per the 2012 Hourly Rate Schedule attached.

WHEREAS, Taylor Design Group, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Taylor Design Group, Inc. has not made any reportable contributions to a political or candidate committee in the Borough of Stone Harbor in the previous one year, and that the contract will prohibit Taylor Design Group Inc. from making any reportable contributions through the term of the contract, and

WHEREAS, funds are available for the award of this contract as evidenced by the certification of funds prepared by the Chief Financial Officer.

NOW THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Stone Harbor, duly assembled in public session this 2nd day of October, 2012, hereby authorizes the Borough of Stone Harbor to enter into a contract with Taylor Design Group, Inc. of Mount Laure, N.J. as described herein and further authorizes the Mayor and Clerk to execute such contract on behalf of the Borough of Stone Harbor; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that notice of the award of this professional services contract be published by the Borough Clerk in accordance with law the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2012

.....
Borough Clerk

The above resolution approved this day of....., 2012

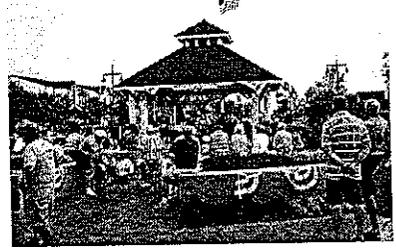
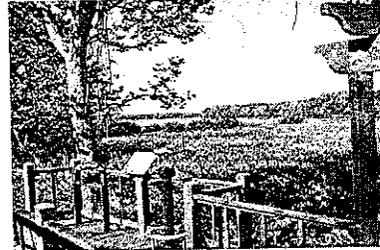
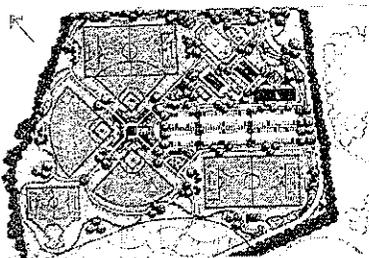
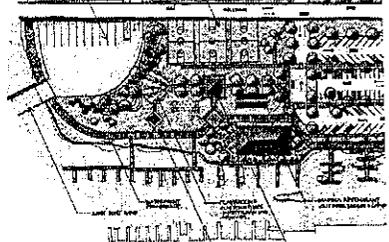
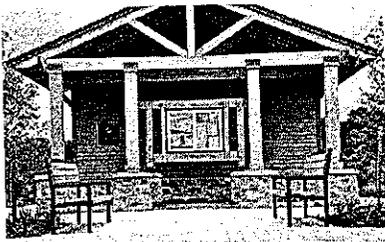
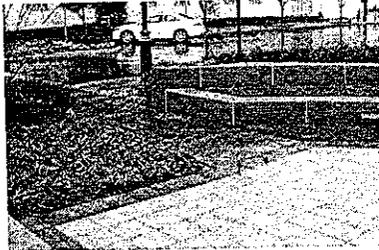
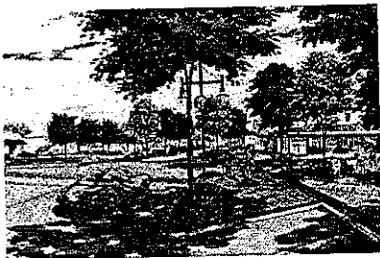
.....
Mayor

STaylor & TDC Planning, Inc. STC

Proposal for Professional Services:

Borough of Stone Harbor

September 11th Memorial Design



Taylor Design Group, Inc.
T.856.914.1666

100 Technology Way- Suite 125
F.856.914.0606

Mount Laurel, New Jersey
www.tdgplanning.com

Planning ■ Landscape Architecture ■ Streetscape Design ■ Park Planning & Design ■ Planning Board Consultation



Michelle M. Taylor, AICP, PP, CNU A
Scott D. Taylor, AICP, PP, LLA, LEED AP

Cheryl Bergaito, AICP, PP
Amy Cieslewicz, LLA

- Planning
- Landscape Architecture
- Municipal Consulting
- Streetscape Design
- Economic Development
- Parks and Recreation

September 12, 2012

Honorable Mayor and Council of the Borough of Stone Harbor
Borough Hall
9508 Second Avenue
Stone Harbor, NJ 08247

Re: Proposal for Professional Services
Stone Harbor September 11th Memorial

Dear Mayor and Borough Council Members:

On behalf of the firm, I am pleased to submit the enclosed proposal for professional Landscape Architecture services related to the design of the Borough's September 11th Memorial. .

Scott D. Taylor, LLA, AICP, PP, LEED AP, Vice President, is offered as Principal in Charge of the project and will attend all meetings and be responsible for the project design and execution.

Our staff and principals are very familiar with character of Stone Harbor and we look forward to working with you on this most exciting and rewarding project.

If you have any questions, please do not hesitate to contact our office.

Respectfully submitted,
Taylor Design Group, Inc.

Scott D. Taylor, AICP, PP, LLA, LEED AP
Vice President

WBE • SBE
Woman Business
Enterprise
•
Small Business
Enterprise

Taylor Design Group, Inc.
100 Technology Way
Suite 125
Mount Laurel, NJ 08054

T. 856.914.1666
F. 856.914.0606

tdgplanning.com

Firm Qualifications

Taylor Design Group, Inc. (TDG) is a full-service firm located in Mount Laurel, NJ, specializing in comprehensive Landscape Architecture and Community Planning for clients in both the private and public sectors. TDG constantly strives for creative design in conjunction with the highest level of professional service to our clients.

Our main areas of expertise include:

- Planning & Zoning Board Consulting
- Land Development Application Review
- Landscape Inspections of Improvements
- Master Planning
- Redevelopment Planning
- Ordinance Preparation
- Grant Writing
- Housing Plans and COAH Consulting
- Strategic Downtown Revitalization Plans
- Park Planning & Streetscape Design
- Resource Conservation/Green Design Practices



Boundary Creek Park Overlook.

We encourage land development that employs sound land planning and aesthetic design principles, with an emphasis on:

- Preserving open space and unique environmental features
 - Specimen tree retention
 - Woodland preservation
- Facilitating efficient, site appropriate development
 - Avoiding unnecessary pavement
 - Ensuring safe pedestrian and vehicular circulation
- Improving character and quality of the visual aspects of the built environment
 - Site landscaping
 - Architecture
 - Signage
 - Streetscape & pedestrian amenities
- Minimizing impacts of development
 - Buffers & screening
 - Lighting limitations
 - Noise, operations, etc.



Wayfinding Signage.

TDG is experienced in working with communities to encourage development that focuses on preserving unique environmental and cultural features, employs sound planning and aesthetic design principles, and balances these aspects with appropriate levels of development and use of individual property.

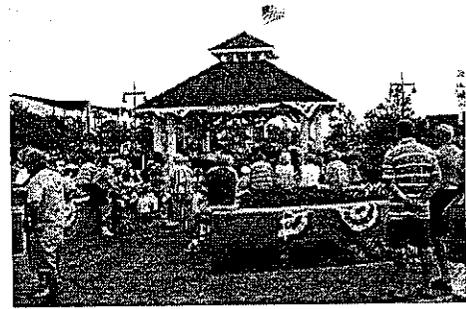
This is accomplished through the creation, adoption and enforcement of effective zoning and land use ordinances, amendments to the Municipal Master Plan, and the thorough review of applications to ensure conformance with the municipality's goals and policies.

TDG is a NJ certified Women Business Enterprise (WBE) & Small Business Enterprise (SBE). TDG is also a US SBA Woman Owned Small Business (WOSB). We have received the following project awards for our work:

- Boundary Creek Natural Resource Area- Burlington Co. Parks, Moorestown, NJ
2010 Design Award - American Society of Landscape Architects (NJ Chapter) & 2011 Design Award - New Jersey Recreation & Park Association
- Avalon Streetscape Improvement Project-
2005 Design Award - American Society of Landscape Architects (NJ Chapter)
- Avalon Business District Master Plan and Design Ordinances-
2005 Award for Excellence in Planning - New Jersey Planning Officials
- Ocean City Business District Architectural Form Study
2005 Award for Excellence in Planning - New Jersey Planning Officials

Code of Ethics

- There are no known or potential conflicts of interest that would preclude TDG from working in this municipality. No principals or employees of TDG are related to any municipal officials or employees.
- TDG is not on any State's debarred vendor list. TDG is registered to do business in New Jersey (Certificate Attached) and complies with the "Equal Employment Opportunity" requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. (AA-302 Certificate Attached)
- TDG has been in business since 2001 under the same name and management.



Avalon Veterans Plaza and Amphitheatre.



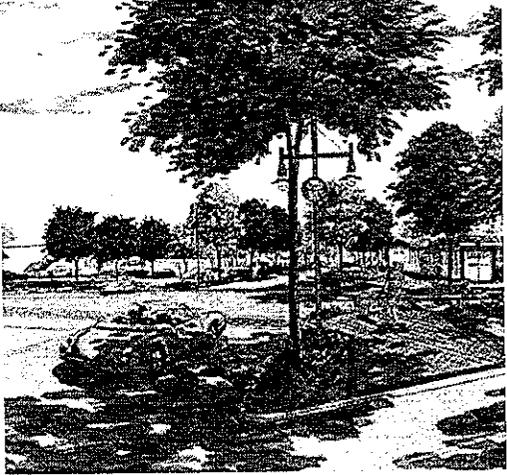
Boundary Creek Park Marsh Boardwalk.

Client Listing (Partial)

Avalon Borough	Master Plan & Zoning Ordinance Preparation
Avalon Borough	Dune Drive Streetscape Improvements Project
Avalon Borough	September 11 th Memorial Plaza Design
Avalon Borough	Town Center Design Guidelines Development
Avalon Borough	Veteran's Plaza & Amphitheatre Design
Avalon Borough	Town-Wide Landscape Maint. Bid Development
Barnegat Township	Downtown Revitalization & Streetscape Design
Barnegat Planning & Zoning Boards	Board Landscape Architect
Burlington County Parks	Boundary Creek Natural Resource Area Design
Burlington County Parks	Amico Island Park Design
Burlington County Parks	Rural Trails Agricultural Greenway Concept
Burlington County Parks	Pennington Park Phase II
Burlington County Parks	Crystal Lake Park Design
Burlington County Parks	Willingboro/Olympia Lakes Park Design
Chatham Borough	Master Plan Reexamination & B-Zones Study
Delanco Township	Municipal Master Plan
Delanco Township	Zurbrugg Mansion Redevelopment Plan
Delanco Township	Pennington Farm Park Master Plan & Design
Delanco Joint Land Use Bd.	Board Planner & Landscape Architect
Delaware River and Bay Authority	Planning Consulting - General
Edgewater Park Planning & Zoning Bds.	Board Planner & Landscape Architect
Fair Lawn Borough	COAH Consultant & Planner of Record
Fair Lawn Planning Board	Board Planner & Landscape Architect
Hawthorne Borough	Transit Village Master Plan & Design Standards
Highland Park Borough	Downtown Revitalization & Streetscape Design
Little Egg Harbor Township	Appointment for Development Review/ Consulting
Middletown Township	Builders Remedy Consulting/ Ordinance Preparation
Montville Township	Towaco Train Station Expansion and Park Design
Montville Township	Transit Vill. Master Plan, Ordinances, Design Stnds.
Montville Planning Board	Appointment for Development Review/ Consulting
Moorestown Planning & Zoning Bds.	Board Planner & Landscape Architect
Moorestown Township	Main Street Shared Parking Lot Study and Design
Moorestown Township	Wesley Bishop and Pryor Park Design
Princeton Recreation	Amphitheater Expansion Feasibility Study
Ocean City Planning Board	Appointment for Development Review/ Consulting
Ocean City	9th St. Gateway Park Design
Ocean City	34th Street Boulevard Corridor Master Plan
Ocean City	Boardwalk Street End Master Plan
Ocean Township (Ocean County)	Redevelopment Consulting
Ocean Twp. Planning & Zoning Bds.	Board Planner & Landscape Architect
Pine Beach	COAH Consulting & Planner of Record
Riverside Township	Downtown Strategic Master Plan & Redevel. Plan
Riverside Township Land Use Bd.	Board Planner & Landscape Architect
Sea Isle City	Downtown Master Plan, Design Standards
Spring Lake Heights	COAH Consulting
Swedesboro Borough	COAH Consulting & Planner of Record
Stafford Planning Bd (Conflict Appt.)	Appointment for Development Review/ Consulting
Stafford Board of Education	District-Wide Campus Master Plan Study
Trenton Planning & Zoning Boards	Appointment for Development Review/ Consulting
Wall Township	COAH Consulting
Wall Planning & Zoning Boards	Board Planner & Landscape Architect

Scope of Services

An exciting opportunity exists to create an attractive, functional public space in the Borough that will be a fitting tribute to the events of September 11, 2001. This memorial space will also provide an appropriate home for the World Trade Center Beam artifact obtained by the Borough. This Memorial has the opportunity to become a destination for residents of the Borough and throughout the region. The setting of this Memorial can be a fantastic complement to the recreational and cultural offerings of the Borough.



The approach of this project will be to evaluate the constraints and opportunities for developing the site, to conduct stakeholder participation meetings for developing consensus about the programmed design, and the preparation of a Conceptual Master Plan for the Memorial, with phasing recommendations and associated cost estimates. This proposal also includes design development and working drawing services to supplement those to be performed by the Borough Engineer.

A comprehensive, balanced design approach is crucial in the planning, design and construction of successful park spaces. Significant effort must be made toward developing program objectives that are particularly suited to the site, and the needs of the client. Most importantly, each space must be unique, and creative solutions must be constantly sought. Formulating and refining a context-appropriate vocabulary of materials and design elements is critical in achieving a highly successful space that reflects the character of the community.



We propose to perform the following Scope of Work:

Phase One—Master Site Plan Development Plans

Task 1.0 Site Inspection, Analysis and Kick-off Meetings

Taylor Design Group will attend one initial project meeting with Borough representatives to review potential locations for the memorial and to develop the project approach and subcommittee participation process.

TDG will participate in one kick-off meeting with the 911 Subcommittee. During this meeting the goals and objectives, scope, major project milestones, key contact information, and anticipated products and project timelines will be reviewed.

At this meeting, the Subcommittee will review and visit potential sites with TDG and provide the selected site. Relevant prior studies, reports, digital mapping, survey, wetland delineations, and other background information should be made available to the consultant at this meeting. Discussions of possible uses, improvements, architectural styles and events will be conducted to further define the design issues. Prior to this meeting the consultant team will have visited the property to document the character and condition of the existing property so that an informed discussion can occur.

Task 2.0 Preparation of Conceptual Layout/Renderings

TDG will prepare an existing conditions base map for the purposes of conceptual planning, utilizing aerial orthophotography.

TDG will conduct site visits to collect data that will provide the framework necessary to document the site's development opportunities and constraints. We will visit the project area(s) for the purpose of analyzing existing conditions including: surrounding uses, existing site features, desirable and undesirable views, existing vegetation, wildlife, pedestrian and vehicular access, parking, the site and community context, signage, lighting, utility locations etc.

TDG will synthesize the findings of the discovery phase and the Subcommittee meetings to develop 2 distinctly different Conceptual Master Plans. Each Concept Plan sheet will include:

- An overall Concept
- Detailed Enlargements at Key Areas
- Support Graphics such as Sections and Elevations to fully illustrate the design intent. (We find that these support graphics are particularly useful in garnering public support and obtaining funding.)

These Plans will also identify recommendations for potential curb and vehicular circulation and public parking lot modifications.

The Concepts will include the following potential features:

- Display element for WTC Beam artifact.
- Sculptural elements
- Lighting
- Pedestrian access
- Vehicular circulation
- Educational/ Interpretive Signage
- Site Landscaping enhancements
- Site amenities; Flag Poles, Litter Receptacles, etc.
- Site furnishings, Benches, Tables, etc.

Task 3.0 Subcommittee Meeting Presentation of Concepts

Taylor Design Group will present the draft conceptual plans and support graphics in the form of color renderings, measuring at least 24x36", to the Design Subcommittee. We will present the proposed improvements, and how the design meets the goals/objectives of the client. The consultant team will document any and all comments, recommendations and input from the Subcommittee.

Task 4.0 Subcommittee Plan Revisions per Subcommittee Presentation

Taylor Design Group will revise the draft conceptual plans and support graphics as requested by the Design Subcommittee based upon the initial presentation.

Task 5.0 Borough Council Meeting Presentation

Taylor Design Group will present the revised conceptual plans and support graphics in the form of color renderings, measuring at least 24x36", to Borough Council at a regularly scheduled meeting. We will present the proposed improvements, and how the design meets the goals/objectives of the client. The consultant team will document any and all comments, recommendations and input from Borough Council.

Phase Two— Design Development and Working Drawings

Once the final concept has been established it will be necessary to synthesize the information from the Concept Plan phase and review comments into Design Development Plans and ultimately into Working Drawings for bidding and construction purposes. This phase will:

- Refine the program elements,
- Establish a project budget
- Modify the Concept Plan if necessary, and
- Establish the design vocabulary and material selections for improvements.

The drawings will depict exact dimensional layout data, materials, colors and other information necessary to adequately illustrate the design intent to the Design Subcommittee for final approval of design features and budget purposes.

The Site Design/Design Development & Working Drawings Phase plan set may include, but is not limited to, the following:

- Site Layout and dimensioning Plan
- Detailed Enlargement Plan(s) at Key Locations
- Landscape Planting Plan
- Construction Details Sheets of key design features designed by this office, decorative pavements, benches, flag poles, light fixtures, trellis, artifact and globe monuments, etc.

TDG proposes to play a supportive role to the Borough Engineer's office who will ultimately put the project out to bid, and perform a majority of the contract administration services. TDG's proposal assumes that the Borough Engineer will perform the following services:

- Site Survey
- Utility location and analysis
- Structural design of site improvements- Footings for trellis, globe sculpture, artifact monument, benches, flag poles, benches, Lights, etc.
- Utility service design- water, electric
- Irrigation design based up TDG planting Plan
- Grading and Stormwater management design
- Vehicular pavement base coordination and design.
- Project bidding and contract administration oversight

Final Drawings, Specifications and Bid Documents

TDG will produce final working drawing plans for the improvements designed by this office. This final plan phase includes all work to complete the Landscape Architecture services necessary to produce the final plans as fully described above. This phase also includes the preparation of a revised, detailed construction cost estimates for guidance and bidding analysis.

TDG will prepare detailed written specifications consisting of the bid document and technical specifications to construct the project based on the approved final plans.

Construction Phase Scope of Services

Our scope is focused on ensuring that the landscape architecture related site amenities, plantings, and associated improvements are constructed in such a manner to be consistent with the design intent of the concept plan and project working drawings. Our scope of work is as follows:

Taylor Design Group will provide the following construction phase services related

to the park improvements. It is assumed that all meetings, requests, shop drawings, etc. will be coordinated by the Borough Engineer who will function as clearing house for all information between Contractor and TDG.

Our services will include the following:

- Attend pre-construction meeting
- Attend periodic job status meetings;
- Review and approval of decorative and landscape architecture related items submittals and shop drawings to include:
 - Trellis and Monument materials
 - Site furnishings
 - Decorative pavements
 - Landscape materials
 - Flag Poles, benches
 - Lighting
 - Signage
- Prepare responses to Requests for Information from Borough Engineer.
- Respond to and coordinate with Borough Engineer to review and approve certifications for payment.
- Perform Construction Observation services for site amenities and landscape related improvements. It is understood that the Borough Engineer will have responsibility for daily construction inspection and construction management services for the project.
- Perform Field Layout of the following site improvements:
 - Stabilized Paths
 - Boardwalks
 - Benches
 - Picnic Tables
- Selection and pre-tagging of all required trees for the project at the nursery, prior to digging.
- Field layout of all planting beds and plant material for the project.

We propose to perform the above work for fees as described below:

<u>Task</u>	<u>Work Element</u>	<u>Fee</u>
<u>Phase One—Master Site Plan Development Phase</u>		
1.0	Site Inspection, Analysis and Kick-off Meetings- (2 Meetings)\$850.00
2.0	Preparation of Two Conceptual Layouts/Renderings	\$5,875.00

3.0	Subcommittee Meeting Presentation of Concepts- (1 Meeting)	\$550.00
4.0	Plan Revisions per Subcommittee Presentation	\$850.00
4.1	Reimbursable Expense- Artist's Perspective Rendering	\$750.00
5.0	Borough Council Meeting Presentation	\$325.00
Concept Plan Phase Fee Subtotal (Lump Sum Fee)		\$9,200.00

Phase Two-Working Drawing Phase

We propose to perform these services on a time and materials basis if and when requested by the Borough. A more detailed written proposal may be created, if requested, once the final scope of work and budget are finalized.

Fees

2012 HOURLY RATE SCHEDULE

Graphic Artist	\$64.00
Junior Planner/ Landscape Architect (Unlicensed)	\$84.00
Senior Planner/ Landscape Architect (Licensed)	\$117.00
Senior Project Landscape Architect- (Amy B. Cieslewicz, LLA).....	\$123.00
Senior Project Planner- (Cheryl Bergallo, AICP, PP)	\$125.00
Principal- (Michelle M. Taylor, AICP, PP; Scott D. Taylor, LLA, AICP, PP; LEED AP) ...	\$140.00

References

1. Delanco Township
 - Honorable Marlene Jass, Mayor 856-461-0561
 - Laurie vanGenderen, Chair, Joint Land Use Board 609-499-1001
 - Delanco Farm Park Master Concept Plan
 - Municipal Complex Landscape Design
 - Municipal Joint Land Use Board Appointment
 - Municipal Master Plan & Zurbrugg Mansion Redevelopment Plan

2. Burlington County Department of Resource Conservation (Parks)
 - Matt Johnson, Coordinator of Open Space Acquisition & Development 856-642-3854
 - Mary Pat Robbie, Director, Department of Resource Conservation 856-642-3850
 - Boundary Creek Park Design
 - Burlington County Rural Trails Agricultural Greenway Design
 - Amico Island Park Design
 - Pennington Park Phase II Design
 - Crystal Lake Park Design
 - Burlington County Fairgrounds Design

3. Little Egg Harbor Township
 - Honorable Raymond Gormley, Mayor 609-296-7241
 - Garrett Loesch, Administrator 609-296-7241
 - Planning Board Consulting
 - Tree Protection Ordinance Development
 - Veterans Park Design

4. Borough of Avalon
 - Honorable Martin L. Pagliughi, Mayor 609-967-8333
 - Andrew Bednarek, Administrator 609-967-4148
 - Dune Drive Streetscape Improvements Design
 - Veterans Plaza Design
 - Planning Board Consulting
 - Master Plan Reexamination & Zoning Ordinance Preparation

5. Barnegat Township
 - David Breeden, Administrator 609-698-0080
 - Planning Board Consulting
 - Site Inspections
 - Commercial District Design Standards Master Plan
 - Ordinance Development- Lighting, Signs, Landscaping

6. City of Trenton
 - Stephani Register, Senior Planner 609-989-3610
 - Monsignor Lipinski Park & Holland Field at Cadwalader Park
 - Planning & Zoning Board Consulting

7. Montville Township
 Honorable John F. Rosellini Jr., Former Mayor 973-575-7771
 Anthony P. Barile, Jr., PE, Township Engineer (In-House) 973-331-3322
- Municipal Planning Board Appointment
 - Community Park Playground & Public Safety Building
 - Towaco Train Station Redevelopment Plan
 - Municipal Open Space, Recreation and Parks Plan
 - Montville Youth Center & First Aid Squad Building
 - Freedom Plaza-September 11th Memorial
8. Ocean City
 Richard Deaney, Acting Director of Community Development 609-525-9444
- Planning & Zoning Board Consulting
 - Gateway Park- 9th Street Design & 34th Street Corridor Design
 - Community Area Parking Plan
 - Moorlyn Terrace Street End Plan
9. Wall Township
 John Hoffmann, P.P., Township Planner (In-House) 732-449-8444
- Municipal Planning & Zoning Board Appointment
 - COAH Consulting
10. Riverside Township
 Meghan Jack, Administrator 856-461-0284
- Taubels Mill Redevelopment Plan
 - Downtown Strategic Plan & Wayfinding Signage Master Plan

General Conditions (Municipal Accounts)

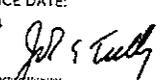
- A. The proposal is effective as a valid agreement for 60 days, after which time Taylor Design Group, Inc. (TDG) reserves the right to review and revise the proposal fee, time schedule and terms to allow for changing costs and workloads.
- B. All documents prepared by TDG shall be the sole property of TDG until payment is made in full. Client agrees that, if payment is not made in full, client has no proprietary interest in any document prepared by TDG; TDG reserves the right to require the return of any document submitted to the client or others.
- C. Invoices will be submitted on a monthly basis for work performed that month. Any comments or discrepancies relative to said invoices must be submitted within ten working days of the invoice date. If no discrepancies are reported within that period, the account will be considered accurate.
- D. Payment is expected within 30 days of the date of the invoice. Any account that is delinquent past 15 days may necessitate the stopping of all work. 1-1/2% per month administrative charge will begin accruing from the date of the invoice.
- E. Once the client and TDG have executed the proposal, the proposal will serve as the Contract for Services.
- F. The client agrees to limit TDG liability to the client, all construction contractors, subcontractors and third parties on this project due to TDG's professional negligent acts or omissions such that the total liability will not exceed the total fee charged by TDG for services rendered on the project.
- G. The client agrees to defend, hold harmless and indemnify, TDG against any action at law instituted by anyone against TDG, related to, or by reason of, its rendering services pursuant to this agreement, unless and until a court of competent jurisdiction finds that TDG has acted outside the scope of its duties and/or acted contrary to law and is liable for damages.
- H. In all publications where our work is evident, we are to be credited as: *'Taylor Design Group, Inc., Planning & Landscape Architecture, Mount Laurel, NJ.'*
- I. TDG holds a Business Registration Certificate and a Certificate of Employee Information Report (AA-302; Affirmative Action) with the NJ Dept. of Treasury.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

15-DEC-2008 15-DEC-2015

TAYLOR DESIGN GROUP, INC.
100 TECHNOLOGY WAY, SUITE 125
MT. LAUREL, NJ 08054



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: TAYLOR DESIGN GROUP, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 223-818-873/000	SEQUENCE NUMBER: 0786318	
ADDRESS: 900 BRIGGS ROAD SUITE 220 MT LAUREL NJ 08054	ISSUANCE DATE: 08/26/04	
EFFECTIVE DATE: 07/25/01		
FORM-BRC(08-01)	 ACTING DIRECTOR	



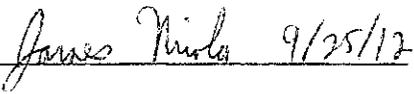
BOROUGH OF STONE HARBOR
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247

TELEPHONE (609) 368-5102
FAX (609) 368-2619

I hereby certify that funds are available for
Professional Services-9/11 Memorial Design
As per Resolution No. 2012-S- .

Vendor: Taylor Design Group
Amount: \$ 9,200.00

Line Item: Ordinance 1308B(11)



James Nicola
Director of Finance/CFO

"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102
WWW.STONE-HARBOR.NJ.US

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS**
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF STONE HARBOR, NEW JERSEY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Taylor Group Design, Inc. of Mount Laurel, N.J. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 2, 2012 by the Borough of Stone Harbor to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Stone Harbor as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Any political committee maintained by any member of Borough Council	
Stone Harbor Republican Club	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Scott D. Taylor	77 N. Lakeside Drive West, Medford, NJ 08055
Michelle M. Taylor	77 N. Lakeside Drive West, Medford, NJ 08055

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Taylor Design Group, Inc.
 Signed: [Signature] Title: Vice President
 Print Name: Scott D. Taylor Date: 9.28.12

Subscribed and sworn before me this 28 day of September, 2012

My Commission expires: 7.23.2014

Holly M. Pasqua [Signature]

[Signature] (Affiant)
Scott D. Taylor, Vice President
 (Print name & title of affiant) (Corporate Seal)

Stone Harbor Borough (Cape May)

Please see Color Key at bottom of sheet for limits on answers

0510	Answer	Question	Comments
Yes	<p>Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement in 2011?</p>		
Yes	<p>N.J.S.A. 40A:65-4b requires municipalities to file a copy of their shared service agreements, including amendments and renewals thereof, with the Division of Local Government Services. Has your municipality filed a copy of all shared service agreements presently in effect, along with any amendments thereto, with the Division? This response shall not include cooperative purchasing, cooperative pricing or commodity resale agreements.</p>		
Yes	<p>Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles, and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)?</p>		
Yes	<p>Does your municipality's legal counsel and/or qualified purchasing agent review and approve procurement specifications and professional service contracts before contracts are executed?</p>		
Yes	<p>Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at www.nj.gov/dca/lgs/muni/aid/pay_to_play_ordinance-contractor.doc. Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?</p>		
Yes	<p>Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget including the full adopted budget for current year when approved by governing body; most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; contact information for elected and appointed officials; municipal administrator or manager, municipal clerk, police chief, municipal court administrator and all department heads; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?</p>		
Yes	<p>Does your municipality require its elected officials to attend on an annual basis at least one course offered by the Rutgers University Center for Government Services (or a similar education provider such as the NJ League of Municipalities) covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, capital planning, shared services)?</p>		
Yes	<p>Are ordinances codified on an annual basis, with both the code and any uncodified ordinances made available online?</p>		

Financial Standards - FS

Stone Harbor Borough (Cape May)

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0510	Answer	Question	Comments
9	Yes	<p>With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term? An example of such analysis can be found on the "PERC Summary Form; Public Sector; Non-Police and Non-Fire; Section V Impact of Settlement" and "PERC Summary Form; Police and Fire; Section VII Impact of Settlement"</p>	
10	Yes	<p>Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. Does your CFO evaluate and discuss this risk assessment annually with your governing body or an appropriate subcommittee of the governing body (Audit or Finance Committee) with a focus on developing accounting control processes, procedures and authorizations designed to limit the risk of loss or misstatement?</p>	
11	Prospective	<p>An accounting policy manual documenting all internal accounting control processes, procedures and authorizations is of great value for staff to understand these safeguards. Are internal accounting control processes, procedures and authorizations documented and communicated to staff?</p>	
12	Yes	<p>Are all General Ledger cash balances reconciled to bank statements (e.g. receipts postings to bank deposits; disbursement postings to cleared checks and wire transfers) with all reconciling differences verified (e.g. deposits in transit, outstanding checks and posting differences)?</p>	
13	Yes	<p>Municipalities have the potential to save significant money by auditing their telephone lines annually, and other utilities on a less frequent but nonetheless regular basis. Does your municipality perform an audit of its utility accounts (e.g. telephone, electric meters, streetlighting) at least once every three years to ensure that inactive accounts are cancelled?</p>	
14	Yes	<p>In submitting your corrective action plan for findings cited in your annual audit, are these items reviewed by the CFO with the governing body or an appropriate subcommittee of the governing body (e.g. finance or audit committee)?</p>	
15	Yes	<p>Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. Have all audit findings from the 2010 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2011 audit? If the answer is no, please list the repeat findings in the comments section.</p>	
16	N/A	<p>The CFO should prepare both the annual financial statement and annual debt statement. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At an absolute minimum, each CFO should prepare audit-ready financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract the information necessary in preparing the annual financial and debt statements. This requires that all financial transactions (both cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. If your CFO does not prepare the annual financial statement or annual debt statement, and does not present the financial records in a complete and audit-ready condition, are you retaining outside assistance to do so from an individual or entity separate from your municipality's audit firm?</p>	<p>The CFO does present the financial records in a complete and audit-ready condition.</p>

Stone Harbor Borough (Cape May)

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0510	Answer	Question	Comments
17	N/A	The CFO should prepare a municipality's annual budget. If your CFO does not prepare the municipality's annual budget, are you retaining outside assistance to do so from an individual or entity separate from your municipality's audit firm?	The CFO does prepare the annual budget.
18	Yes	Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed? Budget Preparation and Presentation - BP	
19	Yes	Has your municipality fully and accurately disclosed in the "Budget Message" section of your CY2012/SFY 2013 budget the following: Revenues at Risk; Non-Recurring Cost Reductions; Anticipated CY2013/SFY 2014 Appropriation Increases; and Structural Balance Offsets as detailed in Local Finance Notice 2011-37?	
20	Prospective	In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?	
21	Yes	In preparing your annual budget for the current year it is important that the impact that these decisions may have on future years' budgets be presented, evaluated and considered before final action is taken. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical toward sustaining (or achieving) a solid fiscal condition. Are projections calculated and discussed in sufficient detail so that the governing body understands the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two (2) future year's budgets?	
22	N/A	Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard & Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?	Stone Harbor does not guarantee any other entity's debt.
23	Yes	Do elected officials receive status reports at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?	

Stone Harbor Borough (Cape May)

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21	Yes	Given the potential fiscal impact of property tax appeals on municipalities, the Tax Assessor and CFO should review the status of filed appeals on a regular basis to determine their effect on future budgets and plan accordingly. With input and approval from the governing body, this plan should include an evaluation of current assessment values and should consider setting aside an adequate estimated reserve to fund potentially successful state tax court appeals. <u>Has your municipality considered a property reassessment/reevaluation to counter the effect of successful residential tax appeals?</u> In answering this question, a yes answer indicates that the municipality either 1) determined after reviewing assessed values that a reassessment/reevaluation is unnecessary due to assessed values accurately reflecting market values (resulting in a small number of successful appeals); or 2) if the impact of appeals is significant, a revaluation plan has been filed with your County Board of Taxation.	
23	Yes	In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?	
26	No	N.J.S.A. 40A:4-62.1 allows for the creation of a dedicated trust fund to reserve funds budgeted during years with relatively little snowfall for use in future years when excessive snowfalls may exceed budgeted funds. Although this past winter may have been mild, a responsible budget will take into consideration its impact on future years. In your 2012 budget, has your municipality reserved at least the average of snow removal expenses incurred over a minimum of 3 years? Health Insurance - HI	
27	Yes	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)?	
28	Yes	Does your municipality limit health benefits to full-time (35 or more hours weekly) employees (excluding elected and appointed officials)?	
29	Yes	Does your municipality conduct a monthly review of health benefit covered lives in an effort to delete employees, spouses or dependents who should no longer be receiving coverage?	

Stone Harbor Borough (Cape May)

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0510	Answer	Question	Comments
30	Yes	As explained in Local Finance Notices <u>2011-20R</u> and <u>2011-34</u> , P.L. 2011 c. 78 requires employees to contribute toward healthcare based on a percentage of total premium cost, subject to a four-year phase-in. Has your municipality implemented the employee healthcare contribution provisions contained in P.L.2011 c. 78?	
31	Yes	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments pre-set (i.e. plainly disclosed in the resolution and/or contract designating the broker of record) so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees?	
32	Yes	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. As your municipality's collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP?	
33	N/A	If your municipality does not participate in the State Health Benefits Program (SHBP), have competitive proposals for health insurance been solicited in the last three years; including from the Division of Pensions and Benefits for SHBP health insurance coverage?	Stone Harbor does participate in SHBP.
34	Yes	Personnel - PE N.J.S.A. 43:15A-7.2 and 43:15C-2(b)(4) preclude independent contractors and individuals performing professional services for any municipality or agency (e.g. municipal attorney, auditor, planner) under a professional services contract awarded pursuant to the Local Public Contracts Law from membership in the Public Employees' Retirement System (PERS) and Defined Contribution Retirement Program (DCRP). Has your municipality reviewed the status of your independent contractors and professional services providers to ensure they are not deemed eligible for PERS and/or DCRP?	

Stone Harbor Borough (Cape May)

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35	Yes	The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, municipal managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and are not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with your labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u> In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue").	
	Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us . Has your municipality filed all current contracts with PERC?	
37	Yes	Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel and additional documents that would allow the public to view how your municipality's salaries have changed over a three year period?	
38	Yes	Are standardized forms completed and filed, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping)?	
39	Yes	Does your personnel/human resources office maintain records that account for all leave time earned and used by employees?	
40	Yes	Do supervisors review and approve/deny employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
41	Yes	Does your municipality limit the carry forward of accrued vacation time to no more than the amount earned in the previous year (meaning no employee hired after the effective date of the limitation policy can keep in any given year more vacation time that they earned in the prior year)?	

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0510	Answer	Question	Comments
	Yes	Does the municipal governing body approve all payments for accumulated absences pursuant to the requirements of <u>N.J.A.C. 5:30-15.4?</u>	
	Yes	Does your municipality provide annual employment practice liability training for elected officials, managers, administrators, department heads and supervisors?	
44	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?	
45	Yes	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. Does your municipality limit benefits for work-related injuries to the above statutory benefit?	
46	Yes	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$572 for disabilities beginning on or after 1/1/12. Does your municipality refrain from supplementing the Temporary Disability benefit?	
47	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?	
48	Yes	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? Public Safety - PS	
49	Yes	Does your municipality schedule and undertake periodic inspections/assessments of all municipal facilities to ensure they are in good repair and proper maintainance is being performed?	

Stone Harbor Borough (Cape May)

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0510	Answer	Question	Comments
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50 Yes Has your municipality reviewed its policies and staffing requirements for providing traffic safety around utility and construction work, and implemented policies to assure that the most efficient and cost-effective approach is taken? Traffic safety policies for utility and construction work should balance the interests of public safety with those of controlling costs. For example, uniformed police officers controlling a cul-de-sac may be excessive; while parking a policeman in a patrol car on a major highway to act in lieu of a "crash truck" may be insufficient and could endanger the officer. An appropriate traffic safety plan should include parameters governing when police officers, flag men and safety apparatus are used in different circumstances.

0	Select
43	Yes
1	No
4	N/A
2	Prospective
50	Total Answered:

49	Score (Yes + N/A + Prospective)
98%	Score %
0%	Percent Withheld

Chief Financial Officer Completion Certification:

Type Name of CFO and Certification # in cells below:

James Nicola	62
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Name	Cert #
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Date Prepared: 9/21/2012

Color Key

- Red = Repeat Question; Prospective answers not permitted
- Blue = Questions where neither "not applicable" nor "N/A" answers are permitted
- Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted
- No Color = "Yes", "No", "Prospective" and "Not Applicable" are all permissible answers

# of Questions scored yes, prospective, or "not applicable"	Amount of Aid Disbursed	Impact on final 5% aid payment/Impact on total aid
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Stone Harbor Borough (Cape May)

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Answer	Question	Comments
41-50	100%	No penalty
33-40	80%	Lose 20% which equals 1% of total aid
25-32	60%	Lose 40% which equals 2% of total aid
17-24	40%	Lose 60% which equals 3% of total aid
9-16	20%	Lose 80% which equals 4% of total aid
0-8	0%	Lose 100% which equals 5% of total aid

Question Table of Weblinks (Cut and paste into browser)

5	www.nj.gov/dca/lgs/municipal/pay_to_play_ordinance-contractor.doc	
9	http://www.state.nj.us/perc/Collective_Bargaining_Agreement_Summary_Form_Police_and_Fire_2012.04.02_Instructions_and_Example_.pdf	
9	http://www.state.nj.us/perc/Collective_Bargaining_Agreement_Summary_Form_Police_and_Fire_2012.04.02_Instructions_and_Example_.pdf	
19	http://nj.gov/dca/divisions/dlgs/fns/11/2011-37.doc	
30	http://nj.gov/dca/divisions/dlgs/fns/11/2011-20R.doc	
30	http://nj.gov/dca/divisions/dlgs/fns/11/2011-34.doc	
34	http://nj.gov/dca/divisions/dlgs/fns/07/2007-28.doc	
42	http://www.nj.gov/dca/lgs/fns/02/fns/cfo-2002-1.pdf	