

**LE24-001 REQUEST FOR PROPOSAL: MANAGEMENT/OPERATION OF SPRING MEADOW  
GOLF COURSE & INN - RESPONSES TO QUESTIONS SUBMITTED**

**NOTE: All Exhibits referenced in this Q&A Document are posted online at:  
<https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/>**

**QUESTIONS SUBMITTED PRIOR TO THE MANDATORY PRE-BID MEETING AND  
SITE VISIT OF MAY 30, 2024**

1. Can you provide copies of the items listed in Section 1.10 of the RFP that the current tenant has provided to the NJ DEP during the current term?

**ANSWER:** Copies of the current Golf Course Operator's quarterly financial reports and audits that were submitted to the Department for calendar years 2011 through 2023 are posted as **EXHIBIT 1**.

Please note that some of the reports are not complete. For example, the 2023 Quarterly Reports are not broken down by month and are missing the maintenance/operation/marketing summaries. The Department has requested this information from the current Golf Course Operator and will post it as soon as it is available. The Department has not yet received the Quarterly Report for the first quarter of 2024 but has requested it from the current Golf Course Operator and will post it as soon as it is available. The 2023 Audit is in draft form and the final version is not expected to be available before the bid deadline for this RFP.

Copies of the prior Inn Operator's quarterly financial reports and audits that were submitted to the Department for calendar years 2016 through 2023 are posted as **EXHIBIT 2**. Please note that some of the reports are not complete for these years. The missing reports were not provided by the Inn Operator before the expiration of the restaurant Agreement in January 2024 and are not expected to be available before the bid deadline for this RFP. Also, under the expired Agreement, the Operator was not required to submit information set forth in 1.10 (i)a, 1.10 (i)c or 1.10 (ii) of the Request for Proposal ("RFP").

This information is being provided for informational purposes only. Bidders are advised that revenue and expenses are not guaranteed by the Department, nor are they predictive of future revenue and expenses under a new Operator.

2. (Rounds & Revenue) Please provide detailed counts of rounds of golf played for the past five (5) years:
  - a. by day (weekday / weekend)
  - b. by holes (18 hole / 9 hole)
  - c. by type (regular / twilight / discount / member / outings / junior / senior / comp)
  - d. by residency (resident / non-resident)
  - e. by cart utilization (18 hole / 9 hole)  
for each year and, if available, by month within each year, as applicable. If greater detail is available, please provide.

**RESPONSE:** Please see the ANSWER to Question #1.

3. (Rounds & Revenue) Please provide detailed figures on revenue received for the past five (5) years:
  - a. Greens Fees
  - b. Cart Fees

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- c. Retail / Merchandise
- d. Food & Beverage
- e. Membership / Pass Sales
- f. Driving Range
- g. Lessons
- h. Other

for each year and, if available, by month within each year, as applicable. If greater detail is available, please provide.

**ANSWER:** Please see the ANSWER to Question #1.

4. (Rounds & Revenue) Is there an Annual Membership Program? Please provide details of the program, including its costs and benefits.

**ANSWER:** Yes, the Golf Course currently offers memberships. A copy of the 2024 Membership Agreement is posted as **EXHIBIT 3** (Under the prior Golf Course Agreement, the Operator was only required to submit the membership rates to the Department for review and approval. The Department would like to note that the Operator did not submit the membership rates until July 8, 2024 and the Department has not approved them).

5. (Rounds & Revenue) How many annual memberships were sold each of the last five (5) years, including the breakdown of members by category (i.e., full, weekday, senior, junior)?

**ANSWER:** Please see the ANSWER to Question #1.

6. (Rounds & Revenue) What is the Current POS / tee time booking engine? Please provide a copy of the agreement if possible. Who owns the current POS equipment?

**ANSWER:** The current Golf Course Operator uses GolfNow as their online booking engine. The Department does not have any additional information on the current system being used by the Operator and does not own the POS equipment.

7. (Expenses & Operations) Please provided detailed breakdowns of expenses for the past five (5) years down:

- a. by department (i.e., general/administrative, golf operations, course maintenance, marketing, food & beverage, other)
  - b. by type (operations, labor, benefits)
- for each year and, if available, by month within each year, as applicable. If greater detail is available, please provide.

**ANSWER:** For the Golf Course, the Department does not have expense information other than a draft profit and loss statement for the 2020 Calendar Year, which can be found in **EXHIBIT 1**. For the Inn, any expense information that was submitted can be found in **EXHIBIT 2**.

8. (Expenses & Operations) What expenses are currently paid by the operator? Paid by the State?

**ANSWER:** The Operator at the Golf Course is responsible for all expenses associated with the operation of the Golf Course. The prior Operator at the Inn (who ceased operations and vacated

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the premises) was responsible for all expenses associated with the operation of the Inn. The State is not currently paying any expenses for the Golf Course. The State is currently paying for utilities at the Inn since the Operating Agreement with the Inn Operator expired and they vacated the premises.

Please refer to Paragraph 10 in the current Golf Course Agreement and expired Inn Agreement for the specific responsibilities under the Operating Agreements. Please also refer to Section 1.16 in the RFP for responsibilities under the new Lease.

9. (Expenses & Operations) Please provide a detailed list of all maintenance equipment owned or leased at the club by name, age, model and general condition owned by the State and separately by the current operator.

**ANSWER:** The Department does not have an inventory list of the current Golf Course Operator's owned or leased equipment. Aside from the irrigation system set forth in ANSWER 15, the list of State-owned equipment is provided in Exhibit E of the RFP, pursuant to Section 1.19 in the RFP. During the Pre-Bid Meeting and Site Visit on May 30, 2024, the current Golf Course Operator identified that none of the State-owned Golf Course Equipment listed in Exhibit E is in working order. As a result of this, the Department has removed items 1 through 12 that were listed under the "Golf Course Equipment" Section. In addition, the Department recently became aware that the Liebherr frozen dessert freezer listed on Exhibit E may be a rental unit that the prior Inn Operator left behind, and if so, it would not be the personal property of the prior Inn Operator, thus the Department has removed it from Exhibit E. **Exhibit E has been updated on the Department's website at: <https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/>.**

The State-owned equipment for the Golf Course and Inn is provided in "as is" condition. The State-owned equipment for the Golf Course is believed to have been purchased sometime between 1992 and 2010. The Department is not able to verify when the Inn equipment was purchased.

The successful bidder's ability to operate the Golf Course and Inn shall not be limited by the Department's current available inventory of Golf Course and Inn equipment set forth in Exhibit E. The successful bidder will be responsible for providing and maintaining all supplies, goods, equipment and golf carts necessary for the successful management and operation of the Leased Premises.

10. (Expenses & Operations) Please provide a detailed list of all major furniture, fixtures, and equipment in the clubhouse and other buildings owned by the State and separately by the current operator.

**ANSWER:** Please see the ANSWER to Question #9.

11. (Expenses & Operations) Please provide a detailed list of the upcoming five (5) year capital expense plan, including projected cost and priority level.

**ANSWER:** The Leased Premises is provided in "as is" condition. Aside from the Required Improvements set forth in Section 1.4 of the RFP, it is up to the successful bidder to determine this information.

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12. (Expenses & Operations) Please provide a detailed list of the past five (5) years of capital projects completed, including actual cost.

**ANSWER:** All Capital Improvements that the Department was made aware of are identified in the documents provided in ANSWER #1. All invoices that the Department has record of receiving for these projects are posted as **EXHIBIT 4**.

13. (Expenses & Operations) Please provide the current staffing structure and related rates of pay.

**ANSWER:** The Department does not have this information.

14. (Agronomy) What is the source for water irrigation? Is there ever a concern that there will not be enough water? What is the back-up if this source runs low?

**ANSWER:** Please refer to Subsection 1.17.1 (i) of the RFP for information on the source for water irrigation. The Department is unable to answer any questions about the adequacy of the water supply or future back-up sources.

15. (Agronomy) How old is the current irrigation system and what system is being used?

**ANSWER:** According to information that was identified in the 2011 RFP for the Golf Course, the pump station, central control and satellites were installed in 2009 and consist of the following:

- a) Pump Station: Flotronex variable frequency drive pump station with two 50 horsepower vertical turbine pumps and one five horsepower pressure maintenance pump. Discharge capacity of 1,000 gpm at 120 psi working pressure. The current Golf Course Operator identified that they replaced one of the vertical turbine pumps and the maintenance pump in 2022.
- b) Central Controller: Toro Site Pro
- c) Satellites: 10 Stations using Toro Network VP Satellites.

All underground piping (average depth of pipe is approximately 4 - 6 feet) was installed in the 1980's. The plans from the 1980's when the Irrigation System was initially installed, and Water Storage Improvements plans are posted as **EXHIBIT 5**.

The 2011 RFP for the Golf Course also identified that the Department was in the process of purchasing and installing the following at that time, however the Department has not been able to verify whether or not these were ever installed:

- a) Conversion assemblies and irrigation heads on the greens for Toro 8543 and Irrigation heads for Toro 855S Series; and
- b) Replacement irrigation heads on fairways and tees for Toro 8543S Sprinklers.

The Water Conservation and Drought Emergency Management Plan Reports for the Golf Course/Irrigation System that the current Golf Course Operator submits to the Bureau of Water Allocation indicates that they are using Toro 650/670 Series Sprinklers and Toro 690 Series Sprinklers. Those reports are posted as **EXHIBIT 6**.

All routine repairs, maintenance and improvements that the Department is aware of that were made to the system by the current Golf Course Operator during the term of the Agreement can be found in the documents provided in ANSWER #1 and ANSWER #12 above.

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16. (Agronomy) What has been the annual cost of water for the past five (5) years?

**ANSWER:** The Department does not have this information. The Operator is responsible, at its sole cost and expense, for paying for all costs associated with the Irrigation System/Water Allocation permit and all utilities. The Operator is also billed directly by Wall Township for potable water usage. To look up current billing information on the potable water usage, please refer to Wall Township's website at <https://www.wallnj.gov/274/Online-Tax-Account-Lookup-Payment>.

17. (Agronomy) Please provide a copy of any irrigation and drainage reports available.

**ANSWER:** With regards to the irrigation system, the only reports that the Department has record of are as followed:

Copies of the Water Conservation and Drought Emergency Management Plan Reports for the Golf Course/Irrigation System, that were submitted by the current Golf Course Operator are posted as **EXHIBIT 6**.

Water Usage Reports for the irrigation system are posted as **EXHIBIT 7**. The report value is listed in units of millions of gallons and the diversion is measured by totalizing flow meters. Please note that this report dates back to 2003. The current Golf Course Operator entered into the current Operating Agreement on April 1, 2011. Any records prior to April 1, 2011 would not have been from the current Golf Course Operator's operations.

A copy of the most recent inspection report summary for the Water Allocation Permit that was completed by the Department's Water Compliance & Enforcement section is also included in **EXHIBIT 7**. The Water Compliance & Enforcement section confirmed that the notice of violation that was listed in the report was resolved as of August 26, 2022 as the pond meter was calibrated and the stream meter was replaced.

The Department does not have usage information for potable water supplied by Wall Township as the Operator is billed directly by Wall Township. To look up current information, please refer to Wall Township's website at <https://www.wallnj.gov/274/Online-Tax-Account-Lookup-Payment>.

18. (Agronomy) What is the fuel system being used at the facility? Has it been certified as meeting local environmental regulations?

**ANSWER:** Please refer to Section 1.3 (Structures & Facilities) and 1.17 (Utilities) in the RFP for information on utilities.

There is also a gasoline/diesel filling area with pumps behind the maintenance building which is not listed in the Request for Proposal.

The Department does not have any certification information as the Operator is responsible, at its sole cost and expense for maintaining all systems and obtaining, maintaining and complying with all necessary licenses, permits, and approvals required by the appropriate Federal, State, and local authorities for the improvement, maintenance, and use of the Golf Course.

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19. (Agronomy) Please provide the current agronomy staffing structure including hours per employee and wage rates.

**ANSWER:** The Department does not have this information.

20. If percentage rent is paid to NJ DEP, please provide those numbers and any back-up calculations.

**ANSWER:** The percentage rent figures that were due under the current Golf Course and expired Inn Agreement are posted as **EXHIBIT 8**.

21. Can you provide a copy of the current lease agreement?

**ANSWER:** A copy of the current Operating Agreement for the Golf Course and expired Operating Agreement for the Inn (Restaurant) are posted as **EXHIBITS 9 & 10**.

22. Are any environmental reports available - Phase I, phase II, soil sampling, etc.?

**ANSWER:** The Department does not have any environmental reports for the Leased Premises.

23. Has the current tenant made the NJ DEP aware of any deficiencies or issues with the property, such as building repairs, structural, irrigation system, etc., or does the NJ DEP have any internal assessment of facility needs? (apart from the items listed for desired capital investment in the RFP)

**ANSWER:** As part of the Request for Proposal, the Department has identified required improvements that are set forth in Section 1.4 of the Request for Proposal, but the Department has not completed any internal assessment of the facility needs.

The Leased Premises is provided in “as is” condition.

All deficiencies or past issues with the property that the Department has a record of being notified of from the current Golf Course Operator and prior Inn Operator are provided in ANSWER #1 and ANSWER #12.

**QUESTIONS SUBMITTED DURING THE MANDATORY PRE-BID MEETING AND SITE VISIT OF MAY 30, 2024**

24. Are the air conditioners and other utility systems working in the restaurant building?

**ANSWER:** The Leased Premises is provided in “as is” condition. The Department is not able to verify the condition of any equipment or utilities in the restaurant building on the Leased Premises.

25. Can you provide information on the irrigation system. Pump capacity, make/model/age etc.

**ANSWER:** Please see the ANSWER to Question #15.

26. How old is the restaurant building

**ANSWER:** Pursuant to Subsection 1.2.3 in the RFP, the Leased Premises was originally built in two phases during the 1920’s and 1940’s and was owned by the Bennett Family until the State

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purchased it in the 1970's through the Department's Green Acres Program. The restaurant was built prior to the State purchasing the property. The Department estimates that it was built between the 1920's & 1940's.

27. Is there asbestos in the Restaurant building?

**ANSWER:** The Department does not have any information about asbestos in the restaurant building.

28. Was an insurance claim filed for the roof damage at the Halfway House.

**ANSWER:** No. The damage occurred after the Inn operator ceased operations and vacated the property. The State is self-insured and is not able to file a claim.

Pursuant to Section 1.4 of the RFP, the Tenant shall be required to hire a contractor to evaluate the damage and make the necessary repairs. Tenant shall submit plans for Department review and approval prior to commencing any of the work. In the event this Required Improvement is completed within the first three (3) years of the Initial Term of the Agreement, Tenant shall, upon completion of the Required Improvement and with the documented costs for the construction of the Improvement that is determined satisfactory by Department, be permitted to offset the Rent against the cost of the construction of the Required Improvement pursuant to Subsection 1.7.3.

29. Will I need to obtain a new ABC permit

**ANSWER:** Yes, the Tenant must apply to the New Jersey Division of Alcoholic Beverage Control for a State Concessionaire Permit (Annual State Permit License) pursuant to Section 1.11 of the Request for Proposal. The old permit is not transferable.

30. Is the current ABC license opportunity still available since the Township puts a cap on the number of licenses permitted?

**ANSWER:** The Township cap does not apply to a State Concessionaire Permit (Annual State Permit License). A municipal license is not permissible on State-owned property, so a municipal license would not work at the Leased Premises.

31. Will the new operator get compensated for membership fees that were collected from the prior operator?

**ANSWER:** The current Golf Course Operator is operating the Golf Course under a month-to-month extension of the previous Agreement. The document granting the extension specifies that: *"the Operator shall remit payment to Department of the total amount of unredeemed gift certificates it sold for the Golf Course, and the deposits it received for golf outings and events that will occur after expiration or termination of the Operating Agreement. If the Operator offers golf memberships ("Memberships") that extend beyond the expiration or termination of the Operating Agreement and this Third (3rd) Term Extension, the Operator shall compensate Department for the pro-rata value of the membership fees upon expiration or termination of this Agreement"*. If a new Agreement is awarded during 2024, then the Department will abate the rent for the remainder of 2024 in an amount proportionate to any remaining membership fees for 2024 (unless the current operator is selected under the RFP). The Department has instructed the current operator not to sell any memberships for 2025 until a winning bidder is selected under this RFP.

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32. What was the cost to fix the sinkhole near Hole #10?

**ANSWER:** The cost to fix the erosion near Hole #10 was \$288,177.00

33. Did the current operator get a quote on the erosion issue near Hole #8?

**ANSWER:** The current Golf Course Operator identified that they have not.

34. What hole does the pedestrian bridge lead to? Does it really need to be repaired?

**ANSWER:** Hole 15. Yes. If the bridge is not fixed, golfers would have to walk/drive around the bridge and on the main path through oncoming golf cart traffic. Bidders may propose other alternatives as part of their bid proposal for consideration if they strongly believe that they can re-design the course and eliminate use of the pedestrian bridge.

35. Is there any wiggle room for fixing the erosion by 8<sup>th</sup> hole after year 1?

**ANSWER:** Pursuant to Section 1.4 in the Request for Proposal, the Tenant shall be required to hire an engineer to evaluate the erosion and recommend potential solutions. Based on the recommended solutions, the Tenant shall be responsible for completing any necessary work to control and prevent further erosion in this location. This Required Improvement must be addressed immediately and completed within one (1) year of the Effective Date of the Agreement. The Department may consider, at its sole discretion, extending the one (1) year time frame for good cause shown, if requested in writing by Tenant. Tenant must provide, in writing, justification for such request. In the event this Required Improvement is completed within the first three (3) years of the Initial Term of the Agreement, Tenant shall upon completion of the Required Improvement and with the documented costs for the construction of the Improvement that is determined satisfactory by Department, be permitted to offset the Rent against the cost of the construction of the Required Improvement pursuant to Subsection 1.7.3. If the Tenant elects to take more than three (3) years to complete this project, then the costs of the project will not be eligible for rent abatement consideration.

36. Does the current operator pay property taxes?

**ANSWER:** The Leased Premises has not been assessed taxes since 2019 on the Inn and 2017 on the Golf Course. However, the Department does not control whether Wall Township will seek to assess local property taxes on the Leased Premises in the future.

Pursuant to Section 1.25 in the Request for Proposal, all taxes and property tax assessments, if any, arising out of the use and operation of the Leased Premises for the Initial and any Renewal term shall be the sole responsibility of Tenant and shall be promptly paid by Tenant when due, regardless of whether such tax or assessment is assessed during, before or after a Term of the Agreement.

**QUESTIONS SUBMITTED AFTER THE MANDATORY PRE-BID MEETING AND SITE VISIT OF MAY 30, 2024 AND BY THE MAY 31, 2024 QUESTION CUT-OFF DEADLINE**

37. If we switch the restaurant over to natural gas, is the kitchen equipment compatible?

**ANSWER:** The Department does not have this information. It will be up to the successful bidder to determine this.



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38. When was the pump house updated last? Who installed the pump house?

**ANSWER:** The operator notified the Department in January 2023 that they replaced the roof of the pump house. To the best of the Department's knowledge, the pump house was constructed in the 1980's when the Department installed the irrigation system.

39. When was the irrigation system installed? Who installed it? Is there an As Built for the pipe and wire in the ground?

**ANSWER:** Please see the ANSWER to Question #15.

40. Where is the central computer located? Is the Central Irrigation computer property of the DEP or current operator?

**ANSWER:** The Department does not have information on where it is currently located. Based on information from the Operator, it appears that it was replaced between 2011 and 2016. For purposes of this RFP, potential bidders should assume that the central irrigation computer may need to be updated and/or replaced.

41. How old are the intake pumps? Are they up to date with calibration/ certification?

**ANSWER:** Please see the ANSWER to Question #17. The Water Conservation and Drought Emergency Management Plan Reports for the Golf Course/Irrigation System, which are posted as **EXHIBIT 6**, identify that the river meter was last calibrated on 4/6/22 and the pond meter was last calibrated on 8/26/22. A copy of the most recent inspection report is included in **EXHIBIT 6**.

42. Are you allowed to treat the irrigation pond with herbicide/ enzymes?

**ANSWER:** Treatment with herbicides may require an Aquatic Pesticides Permit per N.J.A.C. 7:30-9.3. Bidders should visit the Department's Bureau of Pesticide Compliance website at <https://www.nj.gov/dep/enforcement/pcp/bpo-permits.htm> or contact 609-984-6568 to obtain additional information. Enzymes that are not EPA-registered pesticides do not require an Aquatic Pesticide Permit but do require a permit through the Department's Division of Water Quality's New Jersey Discharge Elimination System (NJPDES) permitting program. Bidders should visit the Division of Water Quality's website at <https://dep.nj.gov/dwq/> or contact 609-292-9977 to obtain additional information. The Tenant will be responsible for complying with all federal and state laws and regulations related to the use of fertilizer, herbicides or pesticides on the Leased Premises.

43. Does the halfway house have running water?

**ANSWER:** No. There is no water service available at the Halfway House.

44. How old are the septic tanks

**ANSWER:** The Department does not have this information. The Golf Course Operator identified in their 2018 1<sup>st</sup> Quarterly Report Summary (which is posted as **EXHIBIT 1**) that they had added a new septic pump and lid in February 2018.

45. Are there any financials available from either the Department or the previous operator?

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**ANSWER:** Please see the ANSWER to Question #1.

46. Prior to the Department purchasing the Inn, did the current operator ever apply for an Annual State Permit?

**ANSWER:** Unknown. The Department purchased the property in the 1970's.

47. When the previous operators of the Inn applied for an Annual State Permit, what was the timeframe for actually getting the license?

**ANSWER:** The Department interprets this question to pertain to ABC licensing. The Department issued a notice of award for the Inn on June 10, 2016. The operator received a temporary authorization to operate permit on February 2, 2017.

48. (Referenced Paragraph 1.1.5 in the RFP) Other than lease payments from the bidder to the State, what additional revenue is the State expecting to generate or other factors?

**ANSWER:** Under the current Request for Proposal terms, the Department only anticipates that it will generate revenue from the rent due pursuant to Section 1.7 in the Request for Proposal.

49. (Referenced Paragraph 1.2.3 in the RFP) When did the Inn cease operations? And why?
- a. Were there any issues with the Facilities that prohibited operations?
  - b. What is the F & B Maximum capacity by area?

**ANSWER:** The Operator of the Inn ceased operations as of January 15, 2024. The Inn Agreement expired on June 30, 2021 and the Department extended the Agreement until January 15, 2024. The Department chose not to extend the Agreement beyond January 15, 2024.

The Department is not aware of any issues that prohibited operations at the Inn.

DCA records show that the maximum occupant load for the inside restaurant with the bar is 164 people. The Department does not have information on the maximum occupant load for the exterior patio outside of the restaurant.

50. (Referenced Paragraph 1.2.4 in the RFP) The RFP states that a liquor license is not guaranteed as a part of the RFP or Lease Agreement. Is the Lease Agreement contingent upon the successful bidder obtaining a liquor license? If the Tenant cannot obtain the liquor license, would there be an adjustment of rent payment fees to the state?

**ANSWER:** The Agreement is not contingent upon the successful bidder obtaining a liquor license. The appraisal that was completed for the Leased Premises prior to the issuance of this Request for Proposal valued the liquor license at \$24,000.00. The Department will reduce the annual rent for the first year of the lease by \$24,000 in the event that the new Operator is not able to, or chooses not to, obtain a liquor license in the first year. However, to obtain the rent reduction the successful bidder will be required to submit proof that the license application was denied or a certification that it does not intend to apply for the license in the first year of the lease. If the Department grants the reduction, the 3% annual rent escalation will be applied to the adjusted rent in the second and subsequent years of the lease. However, if the new Operator is granted a liquor license, the

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Department will not abate the first year's rent for the months during which the liquor license application is pending.

If the Department reduces the rent due to the failure of the successful bidder to obtain a liquor license in the first year of the lease (whether by choice or through denial of a license application), and the Tenant obtains a liquor license later in the term of the lease, the Department will increase the annual rent by \$24,000 plus a 3% annual increase (depending on in which year of the lease term the license is obtained).

The Department will revise Sections 1.7 & 1.11 in the Request for Proposal and Paragraphs 3 & 7 in the Proposed Lease Agreement accordingly. The revised Request for Proposal and Proposed Lease Agreement have been updated on the Department's website at <https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/>.

51. (Referenced Paragraph 1.3.1.a-e "Golf Course Structures & Facilities" in the RFP) How old are the oil burners/furnaces, propane heaters, hot water heaters and the HVAC systems?
- When were they last serviced and by whom?
  - Is there a service history report for each?

**ANSWER:** Unknown. The Leased Premises is provided in "as is" condition. The Department does not have any recent service history reports as maintenance responsibilities for the Golf Course fall under the current Operator and maintenance responsibilities for the Restaurant fell under the responsibility of the prior Operator. All information that the Department has a record of with regards to the maintenance, repair and improvement of these systems can be found in ANSWER #1 and ANSWER #12.

52. (Referenced, Paragraph 1.3.1.a-e "Golf Course Structures & Facilities" in the RFP) How many Above Ground/Underground Storage tanks?
- What are the sizes/locations? Owned/Leased?
  - Have there been any issues with tanks? Any remediation efforts done in the past?

**ANSWER:** In 1998, the Department removed seven underground tanks from the Leased Premises. Details of the type of tank and the removals are attached as **EXHIBIT 11**.

There is currently a 1000 lb above ground propane tank located adjacent to the restaurant building within a fenced in area. The tank is owned by AmeriGas.

The Department does not currently have record of any registered regulated underground storage tanks on the Leased Premises. However, heating oil tanks with a capacity of less than 2000 gallons are not required to be registered.

In developing the current RFP, the Department relied on tank information that was listed in prior RFPs for the Golf Course and Inn. However, further investigation has revealed that this information does not match the tank records on file with the Department's Water Compliance and Enforcement program. Their records list the following tanks monitored under their program:

1. Facility has 4 tanks totaling 8,000 gallons with one disposal field

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2. Restaurant has a 2,000 gallon septic tank along with a 2,000 gallon grease trap
3. Maintenance garage has a 2,000 gallon septic tank
4. Pro-shop has a 2,000 gallon septic tank

Subsection 1.17.1 (iii) in the RFP and Subparagraph 13(A)(iii) in the Agreement have been updated accordingly to reflect this information.

Park staff have also reported that there is an underground oil tank next to the Pro-Shop by the restrooms and a gas, oil and possible diesel tank near the Maintenance Building area. The Department does not have information on tank sizes or whether or not they are owned or leased. The successful bidder will be responsible, at its sole cost and expense, for all maintenance, repair and improvements related to the septic system and all tanks on the Leased Premises.

53. (Referenced, Paragraph 1.3.1.a-e “Golf Course Structures & Facilities” in the RFP) Are there security cameras in place? If so, what are the locations and who owns/operates them? If so, will the equipment/service transfer to the successful bidder? Section 1.15 states Tenant shall be solely responsible for all security.

**ANSWER:** The Department does not have information on whether the current Golf Course Operator has security cameras. The successful bidder should assume that the current Golf Course Operator will be removing all equipment deemed personal property. Bidders should assume that they will need to obtain their own security equipment/service upon execution of the Lease Agreement, if they choose to use security cameras.

54. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) How old is the building itself?

**ANSWER:** Please see the ANSWER to Question #26.

55. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) Is there any known lead/asbestos in/on the building? (i.e. floors, windows, walls, siding, roof, etc.)?

**ANSWER:** Unknown. The Department has not conducted any testing.

56. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) When was the kitchen and exhaust deep-cleaned/degreased last?

**ANSWER:** The sticker on the exhaust hood indicates that it was last cleaned and inspected by “Hoodz of Southern Monmouth & Ocean County” on July 12, 2023. The successful bidder will be responsible, at its sole cost and expense, for getting the hood inspected and cleaned prior to commencing any restaurant operations. The Department does not have information on when the kitchen was last cleaned as all maintenance activities were the responsibility of the prior operator. The successful bidder will be responsible, at its sole cost and expense, for conducting any necessary cleaning/degreasing activities prior to commencing any restaurant operations.

57. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) What is the age of the kitchen equipment transferring with Lease?

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**ANSWER:** Unknown.

58. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) Were there any Fire Safety Inspection issues?

**ANSWER:** Copies of the Notice of Violations and inspection reports for the Inn that the Department received from DCA between 2016 to present are posted as **EXHIBIT 12**.

59. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) Were there any Health Department issues?

**ANSWER:** The Department is not aware of any Department of Health-related issues.

60. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) Are there security cameras in place? If so, what are the locations and who owns/operates them? If so, will the equipment/service transfer to the successful bidder?

**ANSWER:** Some security cameras were left by the prior operator of the Inn when they ceased operations and vacated the premises. The Department is not able to verify whether they work and/or whether they were leased from an outside party by the prior operator. Bidders should assume that they will need to obtain their own security equipment/service upon execution of the Lease Agreement, if they choose to use security cameras.

61. (Referenced Section 1.3.2 “Inn Structures & Facilities” in the RFP) Since there were visible leaks/mold stains, have you tested for mold? If so, please provide the results.

**ANSWER:** The Department has not tested for mold.

62. (Referenced Section 1.4.1.i. in the RFP) Was there an insurance claim submitted for the collapse of the pedestrian bridge?

**ANSWER:** The Department does not have this information as the current Golf Course Operator would have filed the claim, if any.

63. (Referenced Section 1.4.1.i. in the RFP) Do you have any estimates for the cost to repair/replace it?

**ANSWER:** The Department does not have any estimates for this project.

64. (Referenced Section 1.4.1.ii. in the RFP) Please clarify what needs to be completed in the first year...just hiring an engineer to evaluate and make recommendations, or hiring an engineer AND the actual completion of the work to control and prevent further erosion?

**ANSWER:** Both. Pursuant to Section 1.4 in the Request for Proposal, the Tenant will be required to hire an engineer to evaluate the erosion and recommend potential solutions. Based on the recommended solutions, the Tenant will be responsible for completing any necessary work to control and prevent further erosion in this location. This Required Improvement must be addressed

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immediately and completed within one (1) year of the Effective Date of the Agreement. The Department may consider, at its sole discretion, extending the one (1) year time frame for good cause shown, if requested in writing by Tenant. Tenant must provide, in writing, justification for such request. In the event this required improvement is completed within the first three (3) years of the Initial Term of the Agreement, the Tenant will, upon completion of the Required Improvement and with the documented costs for the construction of the Improvement that is determined satisfactory by Department, be permitted to offset the Rent against the cost of the construction of the Required Improvement pursuant to Subsection 1.7.3.

65. (Referenced Section 1.4.1.ii. in the RFP) Section 1.7.3 limits the Tenant's offset costs to rent to only the construction of the required improvement. In addition to the costs to correct, control and prevent the erosion on hole 8, will the required engineer costs and any other soft costs to evaluate the erosion and make recommendations be an allowable cost in the total offset to rent?

**ANSWER:** No.

66. (Referenced Section 1.4.1.ii. in the RFP) The complexity and extensiveness of this project is likely to take more than three (3) years to complete and be extremely expensive. If that is the case, will the rent abatement for such project extend beyond the three (3) years?

**ANSWER:** No.

67. (Referenced Section 1.4.1.iii. in the RFP) What type of roof on the restaurant/bar building? How old is it? Any current estimates to replace available to bidders?

**ANSWER:** The shingles on the restaurant/bar building are fiberglass GAF architectural shingles. The Department does not know the exact age but field staff estimate that they were installed over 20 years ago. The Department does not have any estimates for the restaurant/bar building roof. It is up to the successful bidder to obtain that information.

68. (Referenced Section 1.4.1.iv. in the RFP) What type of roof on the clubhouse/pro shop building? How old is it? Any current estimates to replace available to bidders?

**ANSWER:** The shingles on the clubhouse/pro-shop building are fiberglass GAF architectural shingles. The Department does not know the exact age but field staff estimate that they were installed over 20 years ago. The Department does not have any estimates for the pro-shop roof. It is up to the successful bidder to obtain that information.

69. (Referenced Section 1.4.1.vii. in the RFP) When did the roof begin to leak and when was the most recent leak? Are there any existing insurance claims for the leaking roof? Since there is visible mold on the ceiling throughout the inn, has there been any mold testing conducted? If so, please provide the results.

**ANSWER:** Unknown. The prior operator notified the Department in December 2021 that they had "repaired several roof leaks pertaining to latent defects". No additional details were provided. The prior operator was responsible for all maintenance, repair and improvement activities. The

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Department is not aware of any existing insurance claims for the leaking roof, nor has it conducted any mold testing.

70. (Referenced Section 1.6 in the RFP) What is the expected transition timeframe? Will there be a transition plan from the existing Management Company and/or Restaurant Operator to the Successful Bidder? Will the effective date of the agreement be the anticipated start date as defined in our proposed Mobilization and Implementation Plan (see 3.4.2)? How will the approval of the liquor license impact the proposed transition date?

**ANSWER:** The Department did not identify an expected transition timeframe in the Request for Proposal. This will be determined based on the successful bidder's proposed Mobilization and Implementation Plan. The Inn is currently vacant so there is no transition plan from the prior operator to the new operator. A transition plan for the Golf Course, if any, would be determined once an award is made to the successful bidder (unless the current operator is selected under the RFP). The successful bidder should assume that the current operator of the Golf Course will be removing all equipment deemed personal property.

The Effective Date of the Agreement will be the date the Agreement is fully executed by all parties. The successful bidder will not have access to the Leased Premises until the Agreement is fully executed.

The approval of the liquor license is not expected to impact the proposed transition date or the Effective Date of the Agreement. However, if the successful bidder does not expect to be able to operate until a liquor license is in place, that information should be included in the Mobilization and Implementation Plan so that it can be taken into consideration by the Department when it evaluates the bids. Please also see the ANSWER to Question #50 with regards to obtaining a liquor license.

71. (Referenced Section 1.8.2 in the RFP) Are there security cameras in the parking lot? If so, what are the locations and who owns/operates them? If so, will the equipment/service transfer to the successful bidder?

**ANSWER:** Please see the ANSWER to Question #53 and Question #60.

72. (Referenced Section 1.10.2(i)a through c in the RFP) Please provide the following information for the last five (5) years:

- a. The total number of rounds of golf broken down by type of fee (weekday, senior, weekend, etc.)

**ANSWER:** Please see the ANSWER to Question #1.

- b. The greens fees revenue broken down by type of fee

**ANSWER:** Please see the ANSWER to Question #1.

- c. Rental revenue broken out by item (power carts, hand carts, golf clubs, etc.)

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**ANSWER:** Please see the ANSWER to Question #1.

- d. Pro shop sales broken down by categories (golf balls, golf clubs, clothing, etc.)

**ANSWER:** Please see the ANSWER to Question #1.

- e. Revenue generated from golf lessons

**ANSWER:** The Department does not have this information.

- f. What is the relationship with the third-party golf professional(s) and will any of these agreements have the requirement to be honored by the successful bidder/new tenant or does the successful bidder have the option to cancel such agreements?

**ANSWER:** Under the agreement between the third-party golf professional and the current operator, the third-party golf professional is classified as an independent contractor of the current Operator. It is the Department's position that the third-party golf professional has no contractual relationship with the Department, and that the new tenant will not be required to honor that contract.

- g. Association and/or membership revenue (handicap fees, association fees, memberships, etc.)

**ANSWER:** Please see the ANSWER to Question #1.

- h. For Membership revenue, how will this transfer to Successful Bidder if effective date is within a membership year?

**ANSWER:** See the ANSWER to Question #31.

- i. Gift cards and/or rewards/reward points outstanding

**ANSWER:** As of July 9, 2024, the current Golf Course Operator identified that there is \$5,054.00 in unredeemed gift certificates.

- j. Driving range revenue broken out by number of baskets

**ANSWER:** See the ANSWER to Question #1.

- k. Tournament revenue

**ANSWER:** See the ANSWER to Question #1.

- l. Food sales broken down by area (restaurant, halfway house, mobile food/beverage cart, banquet/catering)

**ANSWER:** See the ANSWER to Question #1.



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- m. Beverage sales, broken down by alcoholic and non-alcoholic

**ANSWER:** See the ANSWER to Question #1.

- n. Banquet/catering, special events revenue

**ANSWER:** See the ANSWER to Question #1.

- o. Any current contracts and/or security deposits for future events?

**ANSWER:** The Department has requested this information from the current Golf Course Operator and will provide it as soon as it is available.

- p. Will Successful Bidder be expected to fulfill these contracts?

**ANSWER:** The Department's preference would be for the successful bidder to honor any reservations for events that are scheduled in 2024 so as not to inconvenience event organizers on relatively short notice. However, if the successful bidder does not think this would be feasible and/or plans to temporarily close the course in order to mobilize its operations, this information should be included in the proposed Mobilization and Implementation Plan so it can be evaluated as part of the bid review process.

- q. If so, how will the contracts/security deposits transfer to the Successful Bidder?

**ANSWER:** The current Golf Course Operator is operating the Golf Course under a month-to-month extension of the previous Agreement. The document granting the extension specifies that: *"the Operator shall remit payment to Department of the total amount of unredeemed gift certificates it sold for the Golf Course, and the deposits it received for golf outings and events that will occur after expiration or termination of the Operating Agreement. If the Operator offers golf memberships ("Memberships") that extend beyond the expiration or termination of the Operating Agreement and this Third (3rd) Term Extension, the Operator shall compensate Department for the pro-rata value of the membership fees upon expiration or termination of this Agreement"*. If a new Agreement is awarded during 2024, then the Department will abate the rent for the remainder of 2024 in an amount proportionate to the cost of any contract/security deposits that were paid to the prior operator for events in 2024 (unless the current operator is selected under the RFP). The successful bidder will need to submit proof that the event was held in order to receive the abatement. The Department has instructed the current operator not to schedule any events for 2025 until a winning bidder is selected under this RFP.

- r. Annual Expenses associated with the Golf Course and Inn operations

**ANSWER:** The Inn Operator was not required to provide expense information under the expired Agreement. However, any expense information that was

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submitted by the prior Inn Operator and current Golf Course Operator can be found in the financial documentation provided in ANSWER #1.

- s. Annual Expenses associated with maintenance and repairs of the Leased Premises with a summary of the work performed

**ANSWER:** The Inn Operator was not required to provide annual expense information associated with maintenance and repairs for the Inn under the expired Agreement. However, any expense information that was submitted by the prior Inn Operator and current Golf Course Operator can be found in the financial documentation provided in ANSWER #1.

- t. Costs for the Improvements made to the Leased Premises (by Improvement made)

**ANSWER:** Please see the ANSWER to Question #12.

- 73. (Referenced Section 1.14.1 in the RFP) What is the value of the gift certificates outstanding that the successful bidder will be required to honor? Will you provide the successful bidder with a current listing of the outstanding gift cards eligible for redemption? Subsection 1.14.1 states we will receive the value through abatement of rent when gift certificate is presented.

**ANSWER:** As of July 9, 2024, the current Golf Course Operator identified that there is \$5,054.00 in unredeemed gift certificates. The Department will provide the successful bidder with an updated amount, and a list if available, of outstanding gift certificates eligible for redemption (unless the current operator is selected under the RFP). If the current operator is selected under the RFP, the Department will not provide any abatements.

- 74. (Referenced Section 1.16.4 in the RFP) States that Tenant is responsible for all snow and ice removal and salting/sanding of the Leased Premises, including all walkways, sidewalks and parking lots. Does this also apply to the public path that goes through the leased property? See 1.16.12 as well.

**ANSWER:** No. The State Park Service does not clear or remove snow/ice or salt/sand any public paths or trails throughout the State Park system, therefore the Tenant will not be responsible for doing this on the public recreational trail within the Leased Premises. The Tenant is still responsible for all snow and ice removal and salting/sanding of all other areas of the Leased Premises, including all walkways, sidewalks and parking lots. The Department will revise Subsections 1.16.4 & 1.16.12 in the Request for Proposal and Subparagraphs 12 (D) & 12 (L) in the Proposed Lease Agreement to clarify this. The revised Request for Proposal and Proposed Lease Agreement have been updated on the Department's website at <https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/>.

- 75. (Referenced Section 1.16.7 in the RFP) Can you provide previous years' water usage?

**ANSWER:** Please see the ANSWER to Question #17.

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76. (Referenced Section 1.16.9 & 1.16.10 in the RFP) When were these items last serviced?
- a. Deep cleaning of kitchen and exhaust hood

**ANSWER:** Please see the ANSWER to Question #56.

- b. Pumping the septic and grease tanks

**ANSWER:** The Department does not have service records for the Septic System as all maintenance activities for the septic tanks associated with the Golf Course are the responsibility of the current Golf Course Operator. All maintenance activities for the septic tanks associated with the Inn were the responsibility of the prior Operator.

77. (Referenced Section 1.17.1(ii) in the RFP) How old is the Irrigation System? Please provide the last five years' service records?

**ANSWER:** Please see the ANSWER to Question #15. The Department does not have any service records as all maintenance activities are the responsibility of the current Golf Course Operator.

78. (Referenced Section 1.17.1(iii) in the RFP) How old is the Septic System? Please provide the last five years' service records? Based on the visible conditions of the buildings and kitchen, is the state providing the bidders with a certification that the septic is in working order and has been properly maintained and cleaned throughout the period of the previous contract?

**ANSWER:** The Department does not know the age or have service records for the Septic System as all maintenance activities for the septic tanks associated with the Golf Course are the responsibility of the current Golf Course Operator. All maintenance activities for the septic tanks associated with the Inn were the responsibility of the prior Operator. The Golf Course Operator identified in the document entitled "Golf Course Property Improvements from Effective Date till Present" (which is posted as **EXHIBIT 4**) that they replaced the pump in the septic system distribution box. The Golf Course Operator also identified in their 2018 1st Quarter Report Summary (which is posted as **EXHIBIT 1**) that they had added a new septic pump and lid in February 2018. The Department cannot guarantee that the septic is in working order and/or has been properly maintained and cleaned. The Leased Premises is provided in "as is" condition.

79. (Referenced Section 1.30, 1.38.6 & 1.38.7 in the RFP) Based on the language in these sections, the state has the right to take back the leased premises, or a portion thereof, without any compensation to the Tenant at any time and/or terminate the agreement, in whole or in part, solely for the convenience of the state by 90 days written notice to the Tenant without any liability to the Tenant. How can a bidder/tenant reconcile the loss of revenue and the extent of cost to capital required in the lease agreement/contract with these sections being included in the agreement?

**ANSWER:** The Department has reviewed this concern and will remove Subsection 1.38.6 from the Request for Proposal and Paragraph 35 (F) in the Proposed Lease Agreement. The Department will also revise Subsection 1.38.7 in the Request for Proposal and Paragraph 35 (G) in the Proposed Lease Agreement accordingly. The revised Request for Proposal and Proposed Lease Agreement have been updated on the Department's website at <https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/>.

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80. (Referenced Section 1.31.1(ii) in the RFP) The state is asking for indemnification for any injury to, or death of, any person...What about the public trail? The state has a responsibility here for all extraordinary maintenance, including filling potholes, repaving the trail, etc. (as per 1.16.12). Would the state be providing the tenant with indemnification for the public trail for which they have a responsibility to maintain?

**ANSWER:** No, the Department does not indemnify any person or entity therefore it is unable to indemnify potential bidders for their operations on any portion of the proposed Leased Premises. The Tenant is only responsible for maintaining public access on the portion of the trail within the Leased Premises, as set forth in Exhibit C, which shall include clearing any down trees, limbs, brush etc. The Department is responsible for all extraordinary maintenance, including filling potholes, repaving the trail etc.

81. Please provide copies of the spray and applications for the last two years.

**ANSWER:** The Department does not have this information. The operator of the Golf Course is solely responsible for these activities.

82. Please provide a copy of the current contract(s) and the termination date of each.

**ANSWER:** Please see the ANSWER to Question #21. The Golf Course Operating Agreement is currently being extended on a month-to-month basis. The Department is required to provide the operator with thirty (30) days written notice to terminate the agreement. The Inn Agreement expired on January 15, 2024.

83. Upon transition, will the current operator and/or the State be responsible for the cleanup of the property and the removal of any obsolete tanks, equipment, tires, degreasing of kitchen, etc.?

**ANSWER:** The Leased Premises is provided in "as is condition". The successful bidder should assume that the current Golf Course operator will be removing all equipment deemed personal property. The Golf Course operator is responsible for leaving the Golf Course property in a broom clean condition, and in good order, condition, and repair, reasonable wear and tear excepted. The Inn Operator vacated the property in January 2024. The State does not have any plans to degrease the kitchen or clean the restaurant/halfway house areas as it does not have the funds or staffing to do so.

84. Are there any pending litigation or insurance claims?

**ANSWER:** The Department is aware that the current Golf Course Operator is named as a Defendant in a case named DLL Financing, LLC v. Atlantic Golf Management Corp., filed in Monmouth County Superior Court, docketed as MON-C-91-24..

85. Are there any zoning issues?

**ANSWER:** The Department is not aware of any zoning issues.

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86. Are there any environmental concerns?

**ANSWER:** The Department is not aware of any environmental concerns.

87. Are there any fire safety inspection issues?

**ANSWER:** Copies of the Notice of Violations and inspection reports for the Golf Course that the Department received from DCA between 2011 to present are posted as **EXHIBIT 13**. Please see the ANSWER to Question #58 for information on the Inn.

88. Are all the fire suppression systems inspections up to date?

**ANSWER:** The fire suppression system in the restaurant was last inspected in 2022. The successful bidder will need to complete a new inspection, at its sole cost and expense, upon execution of the Lease Agreement. The Department does not have information on current inspections for the Golf Course other than what is provided in **EXHIBIT 13**.

89. Based on the structure of the new agreement (i.e. Lease Agreement), it would seem that the below items should not require State approval as they are more aligned with an operating agreement like the State currently has for this site. Was this the intent of the new Lease Agreement?

- a. Hours of operations (1.3.2),
- b. fees and membership (1.12),
- c. reservations systems and tournaments (1.13),
- d. equipment leases (1.19.3),
- e. sale of products – pro shop sales and pricing (1.20),
- f. changing management or supervisory staff (1.23.2),
- g. entering into sub-leasing or sub-contracting (1.34.1),
- h. Maintenance or construction (Prevailing Wage) (1.62)

**ANSWER:** Yes, this was the intent of the new Lease Agreement. Since this is a State-owned public golf course, it is standard practice for the Department to review and approve these items to ensure that patrons are not subject to unsafe or unfair practices, conditions, or pricing and that the operations and services proposed are consistent with the terms and conditions set forth in the Lease Agreement and comparable to other Golf Course/Restaurant operations nearby.

90. Any current legal claims against leased property?

**ANSWER:** The Department is aware that the current Golf Course Operator is named as a Defendant in a case named DLL Financing, LLC v. Atlantic Golf Management Corp., filed in Monmouth County Superior Court, docketed as MON-C-91-24.

91. I was told that there is no property tax to be paid currently on the property. Is that true?

**ANSWER:** Please see the ANSWER to Question #36.

92. The RFP says that hours of operation have to be approved by the DEP. What is this based upon?

**ANSWER:** Please see the ANSWER to Question #89.

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93. Does the liquor license have any rules as to how late liquor can be served?

**ANSWER:** The Tenant must abide by the hours of operation approved by the Department under the Lease Agreement and within the allowable Municipal hours for Wall Township. Bidders should contact the New Jersey Division of Alcohol and Beverage control at (609) 984-2830 with any questions related to the liquor license or Wall Township at (732) 449-8444 with any questions related to the allowable Municipal Hours.

94. The RFP mentions it is the lessee's responsibility to maintain the septic tank. Has this been recently inspected? Will this be taken care of before the lease is signed?

**ANSWER:** The Leased Premises is provided in "as is" condition. The successful bidder will be responsible for obtaining any necessary inspections upon execution of the new Lease Agreement. The Department does not have service records for the Septic System as all maintenance activities for the septic tanks associated with the Golf Course are the responsibility of the current Golf Course operator and all maintenance activities for the septic tanks associated with the Inn were the responsibility of the prior operator.

95. Can the DEP provide 3 years of financials for the bar/restaurant, halfway house, and golf club?

**ANSWER:** Please see the ANSWER to Question #1.

96. There were some discrepancies regarding property that was owned by the state and that which was the property of the golf course. Can you please list out property that is property of the state that will be included in the lease?

**ANSWER:** Please see the ANSWER to Question #9.

97. Is there a maximum budget that the state is prepared to spend on all of the required improvements?

**ANSWER:** The Department has not identified a maximum budget that it is willing to spend. However, pursuant to Subsection 1.7.3 in the Request for Proposal, the Department shall limit the Tenant's offset costs to only the cost for the construction of the Required Improvement.

98. Sinkholes were mentioned in the walkthrough on 5/30, but the RFP does not mention sinkholes. Will the state add sinkhole repair to the list of required improvements?

**ANSWER:** The Department showed bidders the erosion issue near Hole #8, which is set forth in Subsection 1.4.1 (ii) of the Request for Proposal. The "sinkhole" near Hole #10 was mentioned during the walkthrough meeting. The Department would like to clarify that this was another erosion issue not a "sinkhole" and was remediated by the current Golf Course operator in 2022. Before and after photos of the erosion near Hole #10 are posted as **EXHIBIT 14**.

99. If golf course has any current membership dues, will new tenant have to honor memberships?

**ANSWER:** Yes. Please see the ANSWER to Question #31

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100. Any limitations of fertilizer and/or herbicides due to DEP property?

**ANSWER:** The Tenant will be responsible for complying with all federal and state laws and regulations related to the use of fertilizer, herbicides or pesticides on the Leased Premises. Statutory changes to the Pesticide Control Act (N.J.S.A. 13:1F) at P.L. 2021, c.386 prohibit the outdoor use of the class of pesticides defined in the statute as “neonicotinoids” on the Leased Premises unless there is an “environmental emergency” declared by Order of the DEP Commissioner. Any use of neonicotinoid pesticides shall be in conformance with this statute and any Order issued by the DEP Commissioner. The Tenant shall not apply liquid or dewatered sludge, sludge-derived product, or marketable residual product, as defined in N.J.A.C. 7:14A-1.2, to the Leased Premises.

101. Any special disposal requirements for fertilizer and/or herbicides due to DEP property?

**ANSWER:** Tenant must dispose of any fertilizer, pesticides and herbicides in accordance with the label instructions and State and local laws/regulations.

**Q&A Exhibits:**

**NOTE: All Exhibits referenced in this Q&A Document are posted online at: <https://dep.nj.gov/otpla/spring-meadow-golf-course-inn-lease/> and are listed below:**

Exhibit 1 Financial Information & Quarterly Report Summaries for the current Golf Course Operator (Posted in 3 parts):

Exhibit 1A 2011-2013

Exhibit 1B 2014 - 2018

Exhibit 1 C 2019 - 2023

Exhibit 2 Financial Information for the prior Inn (Restaurant) Operator

Exhibit 3 2024 Golf Course Membership Agreement

Exhibit 4 Cost of Improvements/List of Deficiencies for the Golf Course & Inn

Exhibit 5 Spring Meadow Golf Course Irrigation System and Water Storage Improvements Plans

Exhibit 6 Water Conservation and Drought Emergency Management Plan Reports for Golf Course/Irrigation

Exhibit 7 Water Usage Reports and Inspection Results for the Golf Course

Exhibit 8 Percentage Rent Information for the Golf Course & Restaurant Agreements

Exhibit 9 Current LE11-014 Operating Agreement for the Golf Course

Exhibit 10 Expired LE15-025 Operating Agreement for the Inn (Restaurant)

Exhibit 11 Underground Tank Removal/Abandonment History

Exhibit 12 Fire Inspection Violations for the Inn

Exhibit 13 Fires Inspection Violations for the Golf Course

Exhibit 14 Before and After Photos of Erosion near Hole #10 on the Golf Course

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**\*\*\* ADDITIONAL INFORMATION:**

During the Pre-Bid Meeting and Site visit, the utility closet on the first floor of the Pro-Shop was locked and interested bidders were not able to view it. Two photos of this room are below:

[PROCEED TO NEXT PAGE]



**LE24-001 REQUEST FOR PROPOSAL: MANAGEMENT/OPERATION OF SPRING MEADOW  
GOLF COURSE & INN - RESPONSES TO QUESTIONS SUBMITTED**





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