

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

<u>AGENDA</u>	<u>Regular Meeting</u>	
<u>TUESDAY</u>	June 19, 2012	4:30 pm

Hawk Haven Wine at Farmers Market (1)

REPORTS OF COMMITTEES AND OFFICERS

OLD BUSINESS:

- A. **ORDINANCE 1404** – Handicapped Parking – Legion 2nd 3rd and final
(2) Mastrangelo

NEW BUSINESS:

- B. **Resolution** – Fireworks (Carusi) (3)
- C. **Resolution** – Change Order #1 - 114th Street Generator (Kramar) (4)
- D. **Resolution** – Release of Surety Bond Escrows (Mastrangelo) (5)
- E. **Resolution** – Approving Map (Lane) (6)
- F. **Resolution** – Liquor License Freds Tavern (Mastrangelo) (7)
- G. **Resolution** – Liquor License Harbor Pub (Carusi) (8)
- H. **Resolution** – Liquor License Harbor Liquors – Kuishimbo (Kramar)
(9)
- I. **Resolution** – Liquor License Shelter Haven (Rich) (10)
- J. **Resolution** – Liquor License Yacht Club (Davies-Dunhour) (11)
- K. **Resolution** – Support Single Stream Recycling (Kramar) (12)
- L. **Resolution** – EUS Ryan Cuevas (Davies-Dunhour) (13)
- M. **Motion** – Mayor Appointment - Zoning Board Brian Markle - Alt 2
(14)
- N. **Motion** – Special Event – Flyers Trial on the Isle (15)
- O. **Motion** - Beach Clean Up Global Pursuit (16)

DISCUSSION

Suzanne Stanford

From: Hawk Haven [hawkhavenvineyard@yahoo.com]
Sent: Friday, June 08, 2012 1:08 PM
To: Suzanne Stanford
Subject: Re: farmers market request

Sue,

Thank you for reaching out. I thought that we were out because of the ordinance, so this is great news! We will definitely be there.

Todd and Kenna Wuerker

From: Suzanne Stanford <stanfords@stone-harbor.nj.us>
To: hawkhavenvineyard@yahoo.com
Cc: 'Michael Donohue' <mike@blaneydonohue.com>; Jill Gougher <GougherJ@stone-harbor.nj.us>;
wannen_anne@comcast.net
Sent: Friday, June 8, 2012 9:49 AM
Subject: farmers market request

Your request to serve samples and sell wine at the Stone Harbor Farmers Market was discussed by Council on June 5, 2012. Discussion included the fact that our Ordinances do not allow sale of alcohol on Sundays before 11:00 am. The farmers market starts at 8 am and is over at noon. It was suggested that a representative of your establishment attend the next Council meeting (Tuesday, June 19, 2012 at 4:30 pm) so that these issues can be discussed in full. Please let me know if you will be attending so I can put you on the agenda. If you have any questions, please do not hesitate to contact me. Sue Stanford, Borough Clerk

BOROUGH OF STONE HARBOR
COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE NO. 1404

**AN ORDINANCE AMENDING CHAPTER 520
OF THE REVISED GENERAL ORDINANCES
OF THE BOROUGH OF STONE HARBOR 2005
(ADDING TWO HANDICAPPED PARKING SPACES)**

Section 1. Chapter 520-29 (A) is hereby amended as follows:

[add the following language to the schedule of handicapped parking spaces]

“Second Avenue American Legion Home
11617 Second Avenue

2 spaces, west side, beginning 87 feet north
of 117th northwest corner and extending 28
feet north thereof

Section 3. If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

Section 4. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same are hereby repealed.

Section 5. This Ordinance shall take effect immediately upon publication as provided by law.

APPROVED:

Suzanne M. Walters, Mayor

ATTEST:

Suzanne C. Stanford, Borough Clerk

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

**FIREWORKS DISPLAY
July 4, 2012**

WHEREAS, the Volunteer Fire Company of the Borough of Stone Harbor has applied to the Governing Body of the Borough of Stone Harbor for permission to have a fireworks display on July 4, 2012 with an inclement weather date of July 5, 2012; and

WHEREAS, N.J.S.A. 21:3-3 permits the governing body of a municipality, upon posting of a suitable bond, to grant a permit for the purchase, possession and public display of fireworks by organizations approved by the governing body; and

WHEREAS, the Chief of the Fire Department shall be the person who will purchase and receive delivery of the fireworks and is satisfied that the display shall be made in a location where same shall not be hazardous to persons and property;

NOW, THEREFORE, BE IT RESOLVED, by the Members of Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey that permission is hereby granted to the Fire Department of the Borough of Stone Harbor to hold a fireworks display in Stone Harbor on July 4, 2012, with an inclement weather date of July 5, 2012, so long as the location thereof and the operator thereof are approved by the Chiefs of the Stone Harbor Police and Stone Harbor Fire Department.

BE IT FURTHER RESOLVED that Roger W. Stanford, Fire Chief, is the person authorized to purchase, or otherwise order, and receive delivery of the fireworks, and the fireworks shall be of the specific types and/or kinds as set forth on the attached sheets.

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



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

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

FIREWORKS PERMIT 2012

We, the undersigned, do hereby certify that the Fireworks display is approved and will be inspected to insure that it shall not be hazardous to property or endanger any person or persons.

This document is permitting the display, and shall serve as a permit.

This approval is granted pursuant to N.J.S.A. 21:3-3.

Paul J.Reynolds, Chief of Police

Roger W. Stanford, Fire & Rescue Chief

cc: Mayor and Council

"The Seashore at its Best"



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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, the Borough of Stone Harbor was under contract with Coastal Electric & Environmental Services, Inc. for the installation of the 114th Street Generator File #05-10-U-048; and

WHEREAS, it is the recommendation of the Borough’s Engineer, Remington, Vernick & Walberg Engineers, to authorize Change Order No. 1 – for an adjustment to Item 13 Allowance ; and

WHEREAS, Change Order No. 1 will result in a reduction of \$5,000 to the original contract; and

WHEREAS, the original contract amount was \$73,241.47 and the decrease will make the final contract price \$ 68,241.47.

NOW, THEREFORE, BE IT RESOLVED, on this 19th day of June, 2012 by the Borough Council of the Borough of Stone Harbor, in the County of Cape May, and the State of New Jersey, duly assembled in public session this 19th day of June, 2012, that the preamble of this Resolution is hereby incorporated by reference and that the aforementioned Change Order No. 1 be and hereby is authorized;

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized to execute Change Order No. 1.

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, DL Miner Construction of 11 Clermont Drive, Cape May Court House, N.J. 08210 submitted Performance and Maintenance Surety for sidewalk replacements; and

WHEREAS, the Zoning Officer has requested and approved the return of the fees.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stone Harbor as follows:

1. That the sum of \$ 2,680 be refunded to DL Miner Construction for Block 85.01, Lots 13 and 15 a/k/a 2 – 86th Street
2. That the sum of \$1,330 be refunded to DL Miner Construction for Block 86.02, Lots 39 and 41 a/k/a 130 – 87th Street.

That the Chief Financial Officer shall take any and all steps necessary to effectuate such refunds and shall make the proper adjustments to the financial records of the Borough.

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Fred’s Tavern and Liquor Store, Inc., License #0510-32-002-001 has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2012 to June 30, 2013; and

WHEREAS, the Issuing Authority has found that:

- a) the submitted application forms for renewal are complete in all respects;
- b) the applicants are qualified to be licensed according to all statutory, regulatory and local government ABC laws and regulations; and
- c) the applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensing businesses and there was none; and

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Fred’s Tavern and Liquor Store, Inc. of 310-320 96th Street. That said license shall become effective on July 1, 2012 and be for the one year from said date expiring at the close of business on June 30, 2013 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 2005, Borough of Stone Harbor, New Jersey.

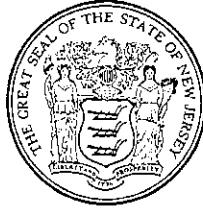
Offered by Seconded by.....

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duly held on theday of, 2012

.....
Borough Clerk

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

.....
Mayor



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/8/2012

LIQUOR LICENSE NUMBER: 0510-32-002-001

SALES TAX REGISTRATION NUMBER: XXX-XX-9693/000

FREDS TAVERN & LIQUOR STORE INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "Michael J. Bryan".

Michael J. Bryan

Acting Director, Division of Taxation

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Harbor Pub, Inc., License #0510-33-001-010 has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2012 to June 30, 2013; and,

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and,
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and,

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and,

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Harbor Pub, Inc., of 261-265 96th Street (Unit 101 as shown on site plan dated 11/1/83 and revised to include 202, 207 and the second level walkway 2/4/86, and revised again on 11/3/87 to include 201, 203 and 204), and subject to the following conditions:

- a) Unit #201 is the former kitchen and is to be used for storage purposes only;
- b) Unit #207 is to be used for the walk-in freezers and storage only;
- c) Attached hereto are the layouts approved by the Construction Office as follows: 1st and 2nd floor layout, entitled "Snickers Bar and Restaurant", which is to be used to identify the Unit numbers only, and P.J. Ryan's floor layout, dated 12/5/95 and revised 3/19/96, prepared by Macallister Group, Sheet #P-1, which identifies all bar areas, restrooms, storage areas, dining areas, etc.
- d) Licensee is responsible for the removal and disposal of its trash on a daily basis during operations under the liquor license, in addition to the removal done by Borough employees, and in order to comply with the intent, shall supply four (4) 2 ½ yard dumpsters with tight fitting lids, to be located behind the Harbor Plaza for the storage of trash and garbage.

BE IT FURTHER RESOLVED, that said license shall become effective on July 1, 2012 and be for the one year from said date expiring at the close of business on June 30, 2013 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 1982, Borough of Stone Harbor, New Jersey.

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Harbor Liquors LLC t/a Kuishimbo License #0510-32-004-010 has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2012 to June 30, 2013; and

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application shall be granted and a license issued; and

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Harbor Liquors LLC t/a Kuishimbo 330 – 96th Street, Stone Harbor, N.J. 08247 under the provisions of Resolution 2003-S-119, a copy of which is annexed hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that said license shall become effective on July 1, 2012 and be for the one year from said date expiring at the close of business on June 30, 2013 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 2005, Borough of Stone Harbor, New Jersey.

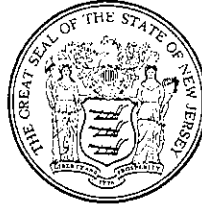
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duly held on theday of, 2012

.....
Borough Clerk

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

.....
Mayor



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/8/2012

LIQUOR LICENSE NUMBER: 0510-32-004-010

SALES TAX REGISTRATION NUMBER: XXX-XX-6015/000

HARBOR LIQUORS LLC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "Michael J. Bryan".

Michael J. Bryan

Acting Director, Division of Taxation

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Shelter Haven Hospitality, Inc. License #0510-33-003-002 has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Plenary Retail Consumption License for the year beginning July 1, 2012 to June 30, 2013; and,

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and,
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and,

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and,

WHEREAS, all legal requirements have been complied with and a check in the amount of \$2,500.00 for the Plenary Retail Consumption License has been attached to the application of the above mentioned applicant;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Plenary Retail Consumption License for the sale of alcoholic beverages shall be signed, issued and delivered to Shelter Haven Hospitality, Inc. of 9628 Third Avenue, inclusive. That said license shall become effective on July 1, 2012 and be for the one year from said date expiring at the close of business on June 30, 2013 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 2005, Borough of Stone Harbor, New Jersey.

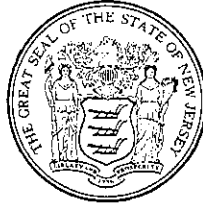
Offered by Seconded by.....

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

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

.....
Borough Clerk

.....
Mayor



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/8/2012

LIQUOR LICENSE NUMBER: 0510-33-003-002

SALES TAX REGISTRATION NUMBER: XXX-XX-8216/000

SHELTER HAVEN HOSPITALITY INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

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Michael J. Bryan

Acting Director, Division of Taxation

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, The Yacht Club of Stone Harbor, License #0510-31-005-001 has made application to the Mayor and Council of the Borough of Stone Harbor, New Jersey, for a Club License for the year beginning July 1, 2012 to June 30, 2013; and,

WHEREAS, the Issuing Authority has found that:

- a) The submitted application forms for renewal are complete in all respects;
- b) The applicants are qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and,
- c) The applicants have disclosed and the Issuing Authority has reviewed any additional financing obtained in the previous license term for use in the licensed businesses and there was none; and,

WHEREAS, no objections have been filed with the Borough Clerk and this body is of the opinion that said application should be granted and a license issued; and,

WHEREAS, all legal requirements have been complied with and a check in the amount of \$188.00 for the Club License has been attached to the application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey, that a Club License for the sale of alcoholic beverages shall be signed, issued and delivered to The Yacht Club of Stone Harbor of 90th Street and Sunset Drive, Stone Harbor, New Jersey. That said license shall become effective on July 1, 2012 and be for the one year from said date expiring at the close of business on June 30, 2013 and that said license shall be delivered by the Borough Clerk who is designated as the proper person to sign all licenses on behalf of the Borough Council under Revised General Ordinances 2005, Borough of Stone Harbor, New Jersey.

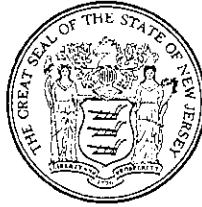
Offered by Seconded by.....

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



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/8/2012

LIQUOR LICENSE NUMBER: 0510-31-005-001

SALES TAX REGISTRATION NUMBER: XXX-XX-8535/000

YACHT CLUB OF STONE HARBOR

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

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Michael J. Bryan

Acting Director, Division of Taxation

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

SUPPORTING CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY CONVERSION TO SINGLE STREAM RECYCLING

WHEREAS, Cape May County Municipal Utilities Authority (MUA) has accepted, processed and marketed source separated recyclable materials at its Intermediate Processing Facility (IPF) for the Borough of Stone Harbor for over 20 years as a dual stream facility which requires the Borough to place its source separate recyclable materials in two (2) separate containers (1 for paper and cardboard and 1 for plastic, glass, etc.); and

WHEREAS, the MUA is considering converting to a single stream recycling system based upon data from municipalities throughout the United States which suggests significant increases in recycling rates; and

WHEREAS, recognizing the age of the MUA's existing IPF and the significant improvements needed in the near future to keep processing equipment operational, the MUA requested and received a proposal from the current contract operator for the IPF to change the facility to a single stream facility at a cost of nearly \$4 million; and

WHEREAS, since the current IPF was constructed and is operated to serve all sixteen municipalities in Cape May County, it would only be appropriate that the decision to convert the IPF from a dual stream facility to a single stream facility be made collaboratively; and

WHEREAS, the Mayor and Council of the Borough firmly believe that converting the IPF dual stream facility to a single stream facility would be in the best interest of the Borough.

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

1. That the preamble of this Resolution is hereby incorporated by reference as if set forth here at length;
2. That the Mayor and Council fully support the Cape May County Municipal Utilities Authority's proposal to convert the IPF to a single stream recycling facility.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Cape May County Municipal Utilities Authority.

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES FOR A TENNIS PRO DURING SUMMER SEASON OF 2012

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

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

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

1. Ryan Cuevas, Tennis Pro
May 25, 2012 – September 7, 2012

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, County of Cape May, State of New Jersey, duly assembled in public session this 19th day of June, 2012, as follows;

1. That the preamble of this Resolution is hereby incorporated herein by reference;
2. That the Mayor and Borough Clerk are hereby authorized and directed to execute the attached contracts for establishment of a Tennis Pro 2012.

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

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

**RE: STONE HARBOR TENNIS PRO 2012
RESOLUTION NO. _____-S-2012**

THIS AGREEMENT made this ____ day of _____, 2012, by and between

BOROUGH OF STONE HARBOR, a Municipal Corporation of
the State of New Jersey, hereinafter referred to as
"**MUNICIPALITY**" or "**BOROUGH**"

and

RYAN CUEVAS
"**CONTRACTOR**"

WITNESSETH:

WHEREAS, BOROUGH COUNCIL has authorized the execution of an Extraordinary Unspecifiable Services Contract with **RYAN CUEVAS**, for tennis pro services during the summer of 2012; and

WHEREAS, the CONTRACTOR represents that he/she/they are experienced and capable of providing such services which are the subject of this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. **SCOPE OF SERVICES.** **BOROUGH** hereby employs and retains the services of **CONTRACTOR** for the term hereinafter specified, to provide such services to the **BOROUGH** as specifically set forth in certain specifications from **CONTRACTOR**, which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

2. **TERM.** This Contract shall be for specific services set forth in Exhibit "A", which shall be performed between May 25 and September 7, 2012. Tennis Instructor activities may begin

no later the July 2, 2012 and cease no sooner than August 10, 2012. Time shall be strictly of the essence.

3. **COMPENSATION.** In consideration of performing those services specified in Schedule "A" attached, **CONTRACTOR** shall be entitled to charge such fees as specified therein and **CONTRACTOR** shall pay to the **BOROUGH** the amount or sum so specified in Schedule "A".

4. **INDEPENDENT CONTRACTOR STATUS**

The services to be provided by the **CONTRACTOR** shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that **CONTRACTOR** is not an employee of the **MUNICIPALITY** and shall not be considered as such for any purpose. All payments made by the **MUNICIPALITY** to **CONTRACTOR** pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions. Contractor shall be responsible for the provision of New Jersey Workers Compensation Insurance for Contractor and/or any employees of Contractor utilized in the performance of this Contract.

5. **TERMINATION.** **BOROUGH** may terminate this Contract for cause at any time, in which event **CONTRACTOR** shall be entitled to be compensated for all services performed up to the date of termination.

6. **AFFIRMATIVE ACTION REQUIREMENTS.** **CONTRACTOR** acknowledges that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, the **CONTRACTOR** agrees as follows:

**Mandatory Affirmative Action Language
Procurement, Professional and Service Contracts**

**AFFIRMATIVE ACTION REQUIREMENTS
P.L. 1975 C.127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
REVISED SEPTEMBER, 1992
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

(A) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The **CONTRACTOR** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

(B) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

(C) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, will send to each labor union or representative of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The **CONTRACTOR** or **SUB-CONTRACTOR**, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(E) The **CONTRACTOR** or **SUB-CONTRACTOR**, agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

(F) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(G) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

(H) The **CONTRACTOR** or **SUB-CONTRACTOR** agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and confirm with the applicable employment goals, consistent with the Statutes and Court decisions of the State of New Jersey and applicable Federal Law and applicable Federal Court decisions.

(I) The **CONTRACTOR** and its **SUB-CONTRACTORS** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant

to Sub-Chapter X of the Administrative Code (N.J.A.C. 17:27).

In the event that **CONTRACTOR** employs any **SUB-CONTRACTOR** in the performance of any portion of this Contract, provided that same is permitted under this Contract, it shall be the obligation of the **CONTRACTOR** to assure that any such **SUB-CONTRACTOR** is in full compliance with the Affirmative Action requirements of the State of New Jersey and that such **SUB-CONTRACTOR** remains in compliance therewith.

CONTRACTOR shall file all required documents with the Treasurer of the State of New Jersey and the Affirmative Action Office and shall be further required to file such further and supplemental reports as may be required by the State Treasurer or the Affirmative Action Office at any time during the term of this Contract.

CONTRACTOR shall be required to file with the **MUNICIPALITY** a current valid "Certificate of Employee Information Report", bearing a certification number and which shall be issued by the Treasurer of the State of New Jersey. **CONTRACTOR** shall also file with the **MUNICIPALITY** evidence of an approved Affirmative Action Plan, approved by the State of New Jersey. **CONTRACTOR** shall also obtain similar Certifications from any **SUB-CONTRACTOR** employed by the **CONTRACTOR** on this project and shall cause copies of same to be filed with the **MUNICIPALITY**.

Failure by the **CONTRACTOR** or any of its **SUB-CONTRACTORS** to comply with the Affirmative Action Requirements of the State of New Jersey, or to remain in full compliance therewith during the term of this Contract, shall be cause for the termination of this Contract or, in the sole judgment and discretion of the **MUNICIPALITY**, to withhold any payment due to the **CONTRACTOR** until such time as the **CONTRACTOR** provides satisfactory evidence to the **MUNICIPALITY** that **CONTRACTOR** has come into compliance with such Affirmative Action Requirements.

7. AMENDMENTS. Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect whatever.

8. MISCELLANEOUS:

(A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

(B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

(C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provisions of the paragraph.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

(E) This Contract shall not be construed as to preclude the **BOROUGH** from entering into a contract or employing any other professional performing similar services during the term of this Contract.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

ATTEST:

BOROUGH OF STONE HARBOR

Suzanne Stanford, Borough Clerk

BY: _____
Suzanne M. Walters, Mayor

ATTEST:

Contractor

BY: 
RYAN CUEVAS

EXHIBIT "A"

SPECIFICATIONS 2012 TENNIS PRO

Services to be provided:

The Tennis Pro shall provide the following services: Tennis lessons, clinics, special events, tournaments, and other activities that will benefit the Stone Harbor community. All activities must be coordinated through and with the consent of the Stone Harbor Recreation Department.

Tennis Pro Responsibilities:

1. Hiring of assistants and any additional staff.
2. Provision of tennis equipment.
3. Advertising other than official Recreation Department advertising.
4. Any additional office/computer/phone expenses not covered by the Recreation Department.

The Stone Harbor Recreation Department will provide the following:

1. The use of two tennis courts between May 25 and September 7, 2012. Tennis Pro activities may begin no later the July 2, 2012 and cease no sooner than August 10, 2012.
2. Local phone service for reasonable use.
3. Office space for limited use directed by the Recreation Director.
4. Office staff support only with permission by the Recreation Director.
5. Court maintenance
6. Water

The Tennis Pro and his staff will have access to two courts during the relevant time period except under extraordinary circumstances as may occur in the discretion of the Recreation Director, to provide the services required hereunder. Any additional court usage, for tournaments and other activities, shall be at the discretion of the Recreation Director. A fee not exceeding the regular daily court usage fee may apply in the discretion of the Recreation Director.

Requirements:

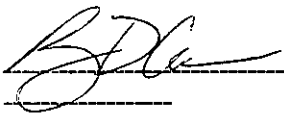
1. The Tennis Pro must have 2 years experience.
2. The Tennis Pro and all staff assistance shall consent to or provide, at request of the Borough of Stone Harbor, a criminal history report.

The Tennis Pro shall provide to the Borough of Stone Harbor proof of liability insurance covering all aspects of the Tennis Pro and staff activities in an amount no less than \$500,000 per occurrence. The Tennis Pro shall execute a Hold Harmless agreement releasing, holding harmless, and indemnifying the Borough from any and all claims, suits, or actions of whatever nature arising out of the actions of the Tennis Pro and/or Pro staff. This agreement is not and shall not be construed as an employment contract. This is an

agreement to provide a service. The Borough shall have the right, in its sole discretion, to terminate the Agreement with fourteen days written notice to the Tennis Professional.

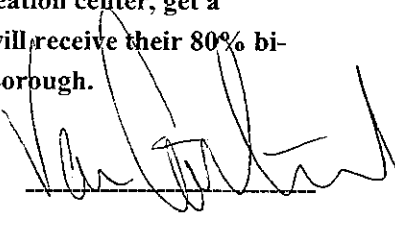
Payment Schedule:

All program participants will need to sign up and pay at the recreation center, get a receipt, and turn the receipt into the instructor. The instructor will receive their 80% bi-weekly from the Borough based on the receipts turned in to the Borough.

 5-25-12

Tennis Professional

Date

 6/4/12

Recreation Director

Date



March 27, 2012

Mr. Ryan D. Cuevas
801 Brighton Ave
Reading, PA 19606-1417

Dear Ryan,

This letter will confirm that, as a certified member of the United States Professional Tennis Association, you have liability insurance as outlined below. This USPTA liability policy covers applicants, certified and certain honorary members in the United States, its territories or Canada, and nonmembers who are insured through a certified member's policy.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

Policy Number:	PHPK801956
Effective Period:	12/31/2011 - 12/31/2012
For questions or to report an accident, contact:	USPTA World Headquarters 3535 Briarpark Drive, Suite One Houston, TX 77042 Telephone 713-978-7782

If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.


Melony DeLoach
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

cc: Chief
Aggey
Grant

BOROUGH OF STONE HARBOR

SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

\$60.00 For the Permit Application Fee.

All Permit Fees Shall Be Paid To Borough Clerk When Application Is Filed.

**Application Should Be Filed At Least 60 Days Before The Date Set For The Special Event.
Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder
and/or Additional Insured.**

DATE OF APPLICATION: June 1 2012 FEE PAID: \$ 60.00
Should be filed 60 Days Before the Date of Event

TYPE OF EVENT: Trial On The Isle

DATE(S)/TIME(S) OF EVENT: July 11th 9am Team Building on 96th St beach
Please Describe

LOCATION OF EVENT: Flyers & members of armed forces
Please Describe

ADMISSION FEE (If Any): \$ 60.00

REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ 0

Applications must be complete, including contact information, in order to be considered filed.

SPONSOR'S NAME: Philadelphia Flyers PHONE#: 856 399 4416
Please Print Name of Person, Association, Corporation, Firm, etc.

SPONSOR'S ADDRESS: 601 Laurel Oak Rd Voorhees NJ 08043
Street Address PO Box No. City State Zip Code

CONTACT PERSON: Tim McCrossin Robyn McCrossin

CONTACT PERSON'S PHONE #: 856-498-0478 609-206-9659

ESTIMATE OF DAILY CROWD EXPECTED: _____

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:

	Fees.
- Application Filing Fee	\$60.00 per event
- Seasonal Use by Local Schools	\$1,500.00 per season
- Charity Organizations	\$750.00 per season for second sport
- Use of Fields	\$60.00 Application Fee (No other fees to be assessed)
- Use of Fields	\$500.00 per day (first two days) \$250.00 per day each additional day
- Chamber of Commerce	\$250.00 per day if before Memorial Day and after Labor Day and if the event is hosted by an Organization headquartered in Cape May County with at least five members from Stone Harbor.
	\$60.00 application fee for all Events

Section 275-4. Exceptions.

A. Special Events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for a special event permit. Such special events shall be governed by applicable Borough policies. Additionally, Borough Council retains the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

NAME OF OPERATOR	OPERATOR'S ADDRESS/PHONE NUMBER	PROPOSED ACTIVITY
① Comcast Spectacor Foundation	3601 S. Broad St Phila PA 19148	Fund raising novelty sales

Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate. The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Applications for a permit are on file in the Borough Clerk's Office.

PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

Showers (Lifeguard facilities)
Rescue (9 am competition)
Police as deemed necessary
Sound system beach (?) and softball field

Section 275-2 Regulations

- No special event shall be held on public lands pursuant to this article without the approval of the governing body.
- No special event shall be held on public lands pursuant to this article until a special events permit has been issued by the Borough Clerk.
- No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
- The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
- The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is attached to this Application.
- The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
- Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.

NOTICE TO APPLICANT'S SPONSORING
SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application Must be received by the Borough Clerk's Office 60 days Prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below:

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.). In addition, each vendor must provide a Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured in the amount as indicated above.

INDEMNITY CLAUSE
(Hold Harmless Agreement)

To the fullest extent permitted by law, The Philadelphia Flyers agrees to defend,
(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

SIGNATURE OF APPLICANT:

J. M. Sosen
Signature

6-1-12
Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BWD Group LLC 45 Executive Drive Plainview, NY 11803 516 327-2700		CONTACT NAME: PHONE (A/C, No, Ext): 516 327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS:	
INSURED Philadelphia Hockey Club, Inc. Attn: Lew Bostic 3601 South Broad Street Philadelphia, PA 19148-5290		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Federal Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERICAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		73207396	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Incl in Occur MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 Agg GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/POP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)					

Fire Damage Legal Liability is included in the Occurrence Limit. Policy includes a Combined Total Aggregate Limit of \$10,000,000.

The Borough of Stone Harbor is included as additional insured as respects Trial on the Isle down the Shore event on July 11, 2012.

<p>CERTIFICATE HOLDER</p>	<p>CANCELLATION</p>
<p>The Borough of Stone Harbor 9508 Second Avenue Stone Harbor, NJ 08247</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Stewart B. Calhoun</i></p>

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BOROUGH OF STONE HARBOR

SPECIAL EVENTS ON PUBLIC LANDS

(No Person shall conduct a special event on public lands owned or leased by the Borough of Stone Harbor unless authorized to do so by the Borough Council pursuant to Chapter 275 of the Borough of Stone Harbor Municipal Code.)

LICENSE APPLICATION (Chapter 275)

\$60.00 For the Permit Application Fee.

**All Permit Fees Shall Be Paid To Borough Clerk When Application Is Filed.
Application Should Be Filed At Least 60 Days Before The Date Set For The Special Event.
Attach Certificate of Insurance Naming the Borough of Stone Harbor as Certificate Holder
and/or Additional Insured.**

DATE OF APPLICATION: 6/12/2012 FEE PAID: \$ _____
Should be filed 60 Days Before the Date of Event

TYPE OF EVENT: Beach Cleanup Please Describe _____

DATE(S)/TIME(S) OF EVENT: Saturday, July 14th 10am - 1pm Please Describe _____

LOCATION OF EVENT: 96th Street Beach ADMISSION FEE (If Any): \$ _____

REGISTRATION FEE TO PARTICIPATE IN EVENT (If Any): \$ None

Applications must be complete, including contact information, in order to be considered filed.

SPONSOR'S NAME: United By Blue - Leslie Weinberg PHONE#: 215-642-0643
Please Print Name of Person, Association, Corporation, Firm, etc.

SPONSOR'S ADDRESS: 340 N 12th Street #422 Philadelphia PA 19107
Street Address PO Box No. City State Zip Code

CONTACT PERSON: Leslie Weinberg

We will be hosting the cleanup with Global Pursuit. Ben Martin's number

CONTACT PERSON'S PHONE #: 302-981-9255 IS 609-368-5356

ESTIMATE OF DAILY CROWD EXPECTED: 20

SECURITY MEASURES TO BE INSTITUTED BY SPONSOR FOR CROWD AND TRAFFIC CONTROL:

	Fees.
- Application Filing Fee	\$60.00 per event
- Seasonal Use by Local Schools	\$1,500.00 per season
- Charity Organizations	\$750.00 per season for second sport
- Use of Fields	\$60.00 Application Fee (No other fees to be assessed)
- Use of Fields	\$500.00 per day (first two days) \$250.00 per day each additional day
- Chamber of Commerce	\$250.00 per day if before Memorial Day and after Labor Day and if the event is hosted by an Organization headquartered in Cape May County with at least five members from Stone Harbor.
	\$60.00 application fee for all Events

Section 275-4. Exceptions.

A. Special Events sponsored solely by the Borough of Stone Harbor are exempt from the payment of the fee for a special event permit. Such special events shall be governed by applicable Borough policies. Additionally, Borough Council retains the discretion to waive any provision of this chapter where deemed appropriate in the sole discretion of the Borough Council.

Continuation- Special Event – page 2

PLEASE LIST ALL VENDOR'S (FOOD, NOVELTY, CONCESSION, ETC.) THAT WILL BE PROVIDING SERVICES AT THE EVENT:

<u>NAME OF OPERATOR</u>	<u>OPERATOR'S ADDRESS/PHONE NUMBER</u>	<u>PROPOSED ACTIVITY</u>
-------------------------	--	--------------------------

Food Festival Events – Cape May County Department of Health

All food vendors are subject to regulation in Chapter XII N.J.A.C. 8:24-8 and 9 in order to operate. The filing fee for a Food Festival Event is \$25.00 and must be filed with the County Health Department at least fourteen (14) days before the event involving five (5) or fewer booths and thirty (30) days prior to an event involving more than five (5) booths. Applications are on file in the Borough Clerk's Office.

Open Flame – Barbeque – Permit Fees

The Uniform Fire Code States: Permits shall be required and obtained from the local enforcing agency for activities pursuant to N.J.A.C. 5:70-2.7(a). Applications for a permit are on file in the Borough Clerk's Office.

PLEASE LIST ANY SPECIAL REQUEST YOU WOULD NEED FOR YOUR EVENT (Example: Police, Rescue Squad, Use of Standard Electric, Bathrooms, etc.):

We provide volunteers with bags, gloves, water & supplies. We would just need help with trash removal and recycling. There won't be much trash, we typically fill 5-6 bags.

Section 275-2 Regulations

- No special event shall be held on public lands pursuant to this article without the approval of the governing body.
- No special event shall be held on public lands pursuant to this article until a special events permit has been issued by the Borough Clerk.
- No alcoholic beverages shall be sold or distributed on the public lands pursuant to this article.
- The applicant for a special events permit shall provide liability insurance in the amount of \$1,000,000.00, which covers the special event. The Borough of Stone Harbor shall be named as an additional insured under the policy of insurance. Proof of said insurance shall be filed with the Borough Clerk before the permits are issued. The governing body may lower or waive the insurance requirement by resolution approving the special event when the liability risks are minimal for the type of special event approved.
- The applicant must execute an indemnification agreement with the Borough of Stone Harbor which agrees to indemnify and save the Borough harmless from all liability related to the special event. The form of agreement is attached to this Application.
- The permittee shall comply with these regulations, all conditions imposed, and all applicable state and local laws and regulations.
- Except as otherwise provided herein, all persons shall comply with all applicable ordinances regulating the use of public lands including those regulations contained in Chapter 275 of the Code of the Borough of Stone Harbor.

NOTICE TO APPLICANT'S SPONSORING
SPECIAL EVENTS ON PUBLIC LANDS

The completed Special Event Permit on Public Lands Application Must be received by the Borough Clerk's Office 60 days Prior to the Special Event.

Application will not be approved unless the following documentation is attached:

An Appropriate Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured must be submitted from the Sponsor of the Special Event as follows in the amount as indicated below:

Non-Alcohol Events

\$ 1,000,000.00

The vendor application must include all the required documentation attached (written consent from Sponsor, State of New Jersey Tax Sale Certificate, Board of Health Certificate, copy of driver's license, copy of vehicle registration, etc.). In addition, each vendor must provide a Certificate of Liability Insurance naming the Borough of Stone Harbor as Additionally Insured in the amount as indicated above.

INDEMNITY CLAUSE
(Hold Harmless Agreement)

To the fullest extent permitted by law, United By Blue agrees to defend,
(Name of Facility User)

pay on behalf of, indemnify, and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of

SIGNATURE OF APPLICANT: Leslie M. M. M. M. M.
Signature

6/12/12
Date

FAX

Date:	6/12/2012
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Pages including cover sheet:	4
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To:	+16093682619
Phone	
Fax Number	+16093682619

From:	Brian Linton
	PA
Phone	(800) 779-0240 * 1
Fax Number	(800) 779-0240

NOTE:

United By Blue Beach Cleanup Application