

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

TUESDAY

June 2, 2015

4:30 p.m.

OLD BUSINESS:

NEW BUSINESS:

Resolution – Jitney Licenses

Resolution – Refund Redemption Monies

Resolution – Interlocal Services – Lower Twp MUA

DISCUSSION

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

GRANTING JITNEY LICENSES

WHEREAS, the Borough of Stone Harbor passed Ordinance 1413 on February 19, 2013 allowing the Borough to regulate autobuses, commonly known as Jitneys under N.J.S.A. 48:16-23 ; and

WHEREAS, the Borough received on May 22, 2015, Resolution 92-2015 approving 2015 Jitney licenses from the Borough of Avalon and Schedule A which is a list of Jitney applications approved by the Borough of Avalon, and

WHEREAS the applications were submitted to the Avalon Police Department for review and were approved by the attached Resolution approved on May 13, 2015.

NOW, THEREFORE, BE IT RESOLVED on this 2nd day of May, 2015 by the Members of Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that the Borough Council of the Borough of Stone Harbor approve the attached list of Jitney owners.

Attachment

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, 2015

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

SCHEDULE "A"

<u>NAME</u>	<u>JITNEY#</u>	<u>DECAL#</u>
GASIS, KONSTANTI G.	3	3
HUSSAIN, ABULALA	6	6
CROOK, PETER	8	8
BENNETT, WILLIAM A. JR.	12	12
MAJUMDER, ABDUL	14	14
MATHIOUDAKIS, E (JITNEY 15)	15	15
MURILLO, DAVID	17	17
KOCH, CHRISTOPHER	18	18
HAQUE, MOHAMMAD D.	19	19
ISLAM, MOHAMMED Z.	23	23
JITNEY 26LLC (CONSTA JOLSON)	26	26
MOUMAS, KONSTANTI A.	27	27
CORA, CLAUDINO	28	28
XIE, SI	30	30
OZORIA, JOSE	31	31
DERYCE, JEAN	32	32
INGRAM, GEORGE	34	34
MAAROUF, TAREK C/O T&S TRANS	36	36
SATAR, MD A	40	40
NGUYEN, TINH	42	42
BANCHERI, SALVATORE	46	46
OSIAS, JEAN PIERRE	47	47
GUSIS, KONSTANTI C	48	48
FEIN, STEVEN	49	49
ECONOMIDES, GEORGE	50	50
JITNEY 51, LLC (PAUL KRAMER)	51	51
RANELLI, JOHN	54	54
SYED, MOHAMED	55	55
BETELMAN, PETER	56	56
CAIOZZO, FRANK	58	58
TANMIM, ZERIN	59	59
MIKOLAJCZAK, ROBERT	62	62
JIANG, PAI	64	64
CARRILLO-RINCON, JULIO	65	65

SCHEDULE "A" (Continued)

	MAHMUD, SHEIKH	68	68
	ZAMAN, KHASRU	69	69
	ABDULFATH, ABDULMANA M.	70	70
	CASTILLO, JOSE	71	71
—	KREGER, FREDDY	72	72
	RESNICK, PAUL	77	77
	JAVIER, FERNANDO	82	82
	HAQUE, HAMIDUL	83	83
	KOTOULAS, CHRISTOS N.	85	85
	KROMENACKER, RONALD	90	90
	KOUTSFETSOU LIS, STEPHANOS	91	91
	MARRERO, ANGEL	93	93
	ZAMAN, MOHAMMAD Z.	95	95
	O'CONNOR, SHAWN	96	96
	UDDIN, MOHAMMED	99	99
	UDDIN, MOHAMMED M.	103	103
	RASHID, HAROON	105	105
—	SLOSKY, JEFFREY	111	111
	WOODALL, FRANK A.	112	112
	GASIS, ATHANASIO	115	115
	JONES, LEONARD	118	118
	SORTO, JESUS	120	120
	CHAIT, NATHAN	121	121
	BROWNSTEIN, IRWIN	123	123
	RUOCCO, FRANK	128	128
	CHAU, KEVIN	130	130
	COPPENS, AVIAD	131	131
	HOSSAIN, MONIR	133	133
	GAUTHIER, RIVAL	135	135
	ALLEN, ROBERT	136	136
—	POLLOCK, FREDERIC A.	137	137
	KARA, TONY	147	147
	LEE, YUN H.	142	142
	WEIPERT, ROBERT	151	151
	HEARD, JOSEPH D. III	154	154
	LEE, CHRISTOPHER W.	155	155

SCHEDULE "A" (Continued)

ALAM, MOHAMMED	156	156
UDDIN, KAZI J	158	158
MANGEL, MARK	160	160
ROLLER, MARTIN	162	162
DUFFEY, JOHN	163	163
ARSENIS, PETER	165	165
OTT, ROLAND E.	167	167
JEAN, BRUNEAU	168	168
ARDELEAN, HARRIS	170	170
RODRIQUEZ, ROBERTO	171	171
LIU, LAMYIM	173	173
SARKER, YOUSEF H.	174	174
KROMENACKER, THERESA	175	175
STEPINSKI, MICHAEL P.	177	177
BOURNOUSOUZIS, ZAHARIAS	178	178
NASIM, SHAHID	179	179
TRAPANI, MARK	180	180
SAVIONON, CARLOS	183	183
KADDUS, MUHAMMAD A.	185	185
INGARGIOLA, FRANK J.	188	188
RASHID, HARUN	190	190

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY



RESOLUTION

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

Office of the Tax Collector
609-368-4223, Fax 609-368-1629

Deborah Candelore, CTC
Tax & Utilities Collector

RESOLUTION AUTHORIZING REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER

WHEREAS, at the Municipal Tax Sale held on September 10, 2014, a lien was sold on Block 96.04, Lot 161, 162, Qualifier C0203, A.K.A. 359 96th Street Unit 203, for 2014 delinquent taxes; and

WHEREAS, this lien, known as Tax Sale Certificate #14-01, was sold to Cape Investors LLC, for an .18% redemption fee; and,

WHEREAS, Richard A Renza, Attorney At Law, for Anthony J & Nicole S Balliette, owners of said Block & Lot, has affected redemption of Certificate #14-01 in the amount of \$1,921.48.

NOW, THEREFORE, BE IT RESOLVED, that the Treasurer is authorized to issue a check in the amount of \$1,921.48, payable to Cape Investors LLC, PO BOX 2695, Cape May NJ 08204, for the redemption of Tax Sale Certificate #14-01.

<http://www.stone-harbor.nj.us/>
<http://www.wateruseitwisely.com>
<http://www.state.nj.us/treasury/taxation/>

The Seashore at its Best

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on the day of, 2015

The above resolution approved this day of....., 2015

Borough Clerk

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

APPROVING INTERLOCAL SERVICES AGREEMENT FOR PUBLIC WORKS COOPERATION WITH THE LOWER TOWNSHIP MUA

WHEREAS, the Borough of Stone Harbor is authorized to enter into a contract with other local units for joint service projects, pursuant to N.J.S.A. 40:8A-3; and

WHEREAS, the contract may be awarded by resolution in conformance with N.J.S.A. 40:8A-4.

NOW, THEREFORE, BE IT RESOLVE that the Mayor and Borough Clerk be and they are hereby authorized, empowered and directed to execute and deliver the contract to the Lower Township MUA.

BE IT FURTHER RESOLVED on this 2nd day of June, 2015, that this contract shall only become effective when the contract has been similarly approved by the Lower Township MUA.

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, 2015

.....

The above resolution approved this day of....., 2015

Borough Clerk

.....

Mayor

INTERLOCAL SERVICES AGREEMENT
FOR PUBLIC WORKS COOPERATION

THIS AGREEMENT, dated this 2nd day of May, 2015, by and between the **BOROUGH OF STONE HARBOR**, a municipal corporation of the State of New Jersey, hereinafter referred to as “Stone Harbor” and the **LOWER TOWNSHIP MUA**, a municipal corporation of the State of New Jersey, hereinafter referred to as “**LOWER TOWNSHIP MUA**;”

WITNESSETH

WHEREAS, N.J.S.A. 40:8A-3 authorizes municipalities to enter into agreements for the exchange of interlocal services pursuant to the provisions of that statute known as the “Interlocal Services Act;” and

WHEREAS, the municipalities of Stone Harbor AND LTMUS perform similar public works projects and public services; and

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

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

1. **NATURE AND EXTENT OF SERVICES TO BE PERFORMED.** Either party may request that the other party provide cooperation and assistance on a limited, short-term basis. Neither party shall be under any obligation to provide the requested assistance, however, it is the intent of this Agreement that the parties shall cooperate and assist each other whenever possible when such efforts will not adversely affect or disrupt the services within their home jurisdiction. Examples of services that may be provided pursuant to this Agreement are the short-term use of vehicles, equipment, parts and supplies, along with the operators thereof as may be required and agreed upon.

2. **LEVEL, QUALITY AND SCOPE OF PERFORMANCE, ASSIGNMENT AND ALLOCATION OF RESPONSIBILITIES.** The parties have exchanged among their respective Administrators and Directors, information relating to the level, quality and scope of performance of each service to be provided, including, but not limited to, the appropriate legislative provisions, rules and regulations, vehicle and equipment specifications and industry standards. Specific assignment and allocation of responsibility for meeting these standards other than that set forth specifically herein shall be made by the Director of Public Works of each of the respective municipalities.

3. **ESTIMATED COSTS OF SERVICES.** The Directors both agree to maintain logbooks of equipment borrowed, dates and costs relative to same. In order to assure fairness, the Federal Emergency Management Agency (FEMA) Disaster Recovery Field Manual Numeric Code Listing will be used as the basis for determining value of services. Quarterly, the Directors will reconcile the logbooks and determine fair and equitable return of value service in order to keep the books balanced. Annually, a year end report will be forwarded to the Directors' respective Chief Executive Officers (Mayors) outlining the year's activities.

4. **DURATION OF AGREEMENT.** This Agreement shall expire on December 31, 2015, however, both parties may agree to extend the contract from year to year, on the same terms and conditions; however, the last renewal shall expire no later than December 31, 2016.

5. **PAYMENT PROCEDURE.** There will be no cash payment for services of loaned equipment and supplies to either municipality, this being an agreement for the exchange of services.

6. **INSURANCE.** Each party represents that it is a full participating member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "JIF" and each party agrees to provide relative to the use of its equipment and personnel in the other municipality the following minimum insurance coverage:

- a) \$1,000,000.00 bodily injury and property damage for general and automobile liability.
- b) Vehicle physical damage coverage upon the municipalities' respective vehicles.
- c) Statutory workers' compensation coverage.

7. **INDEMNIFICATION.** To the extent that the same is applicable, each of the respective municipalities are members of the Atlantic/Cape May County JIF Program. When the Borough of Stone Harbor is assisting the LTMUA, the LTMUA agrees to indemnify the Borough of Stone Harbor, its officers and employees from any loss or damage resulting from these activities, to the extent of the LTMUA's insurance coverage under JIF. When the LTMUA is assisting the Borough of Stone Harbor in the Borough of Stone Harbor, the Borough of Stone Harbor agrees to indemnify the LTMUA, its officers and employees from any loss or damage resulting from the activities, to the extent of Stone Harbor's insurance coverage under JIF. However, for purposes of Worker's Compensation, LTMUA's employees shall be deemed to be only LTMUA's employees irrespective of whether they are working in or for Stone Harbor; similarly, Stone Harbor's employees shall be deemed to be only employees of Stone Harbor irrespective of whether they are working in or for LTMUA. In no event shall the special employer relationship be deemed to exist between the LYMUA and Stone Harbor employees, or between Stone Harbor and LTMUA employees.

8. **EFFECTIVE DATE.** The effective date of this agreement is June 2, 2015 or the

earliest date following adoption of the appropriate legislation by each respective municipality.

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

BOROUGH OF STONE HARBOR

ATTEST:

Suzanne C. Stanford, Borough Clerk

Suzanne M. Walters, Mayor

ATTEST:

LOWER TWP MUA
