



Borough of Stone Harbor
9508 Second Avenue
Stone Harbor NJ 08247
(609)368-5102

SD# _____
Borough of Stone Harbor
Sidewalk Dining Permit

Application for Use of Public Right of Way

APPLICANT: _____

ADDRESS: _____

EMAIL ADDRESS: _____

Responsible Party for Applicant:

Name: _____ Title: _____

Address: _____

Telephone: (H) _____ (C) _____ (W) _____

Email Address: _____

The Applicant requests the use of the Public Right of Way listed below for Restaurant Seating:

Name, Location and Specific Dimensions of the Public Right of Way to be used for seating (include a map or drawing that depicts the Public Right of Way to be used):

If the Public Right of Way adjoins a County or State roadway, approval from that public entity must also be obtained, and provided, in writing with this application.

For the following use of the Public Right of Way (specify the number of tables and chairs to be placed in the Public Right of Way, and include a diagram of the placement of the tables and chairs in the Public Right of Way):

on the following dates: _____

Specify the hours of use: From: _____ To _____

Will Alcoholic Beverages be served? ____ Yes ____ No If Yes, who will be serving the alcohol?

If Yes, attach a copy of the liquor license, the liquor liability policy of insurance and an endorsement to the liquor liability policy of insurance which designates the municipality as an "additional insured".

____ Attached

The Applicant has received a copy of the **Municipality Use of Public Right of Way Agreement** and agrees to execute and abide by and comply with the terms of that Agreement.

APPLICANT: _____ **DATE:** _____

Signature

RESPONSIBLE PARTY: _____ **DATE:** _____

Signature

****APPLICATION FEE \$200.00 (Non-Refundable)****

Date: _____ **Check #** _____ **Amount:** _____

Received By: _____



Borough of Stone Harbor
9508 Second Avenue
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Use of Public Right of Way Agreement

The Borough of Stone Harbor, a Municipality of the State of New Jersey, hereinafter referred to as “MUNICIPALITY”, hereby agrees to allow _____
(Name of Person(s) or Organization)

hereinafter referred to as “USER”, to use the Public Right of Way listed below:

Name, Location and Specific Dimensions of the **PUBLIC RIGHT OF WAY**:

hereinafter referred to as “ROW” for the following use of the Public Right of Way with ___ tables and ___ chairs to be placed in the ROW: _____

on the following dates and during the following hours of operation: _____

The above **USER** shall perform a complete and thorough inspection of the described **PUBLIC RIGHT OF WAY** prior to the use of the **ROW** and report any defective, hazardous or dangerous conditions found at the **ROW** to _____

_____ at **MUNICIPALITY**, and the **USER**
(Name and Tel. Number)

shall immediately cease the use of the **ROW** until such defective, hazardous or dangerous conditions are remedied. After the use of the **ROW**, the **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **ROW**.

Indemnification

The **USER** shall indemnify, hold harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER's** use of the named **PUBLIC RIGHT OF WAY**, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **PUBLIC RIGHT OF WAY**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification, hold harmless and defense obligations of the **USER**, the **USER** shall purchase and maintain General Liability and Liquor Liability (if applicable) insurance described in the attached schedule as is appropriate for the type of use and hazards present and as will provide protection to the **MUNICIPALITY** from any and all claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **ROW**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

The **USER** shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER's** policy of Commercial General Liability and Liquor Liability (if applicable) insurance, and simultaneously with the delivery of the executed *Use of Public Right of Way Agreement*, the **USER** shall provide the **MUNICIPALITY** with Certificate of Insurance and an Endorsement to the Insurance Policy indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured". On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with an Endorsement and a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this Agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this _____ day of _____, 2020.

Witness

MUNICIPALITY

Witness

USER

Schedule of Insurance*

Notwithstanding the indemnification, hold harmless and defense obligations of the **USER**, the **USER** shall provide, at its own cost and expense, proof of the following insurance to the “**MUNICIPALITY**”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

Liquor Liability with a minimum limit of liability per occurrence of *one million (\$1,000,000.00) dollars** with a minimum annual aggregate of *two million (\$2,000,000.00) dollars** (if applicable).

The **MUNICIPALITY** shall be named as an “Additional Insured”, and shall be provided with an endorsement to the policy evidencing the designation.

Failure by the **USER** to supply such written evidence of the required insurance coverage, and/or the failure by the **USER** to maintain the coverage for the duration of this Agreement shall result in the **USER's** default of this Agreement and the **USER** shall be prohibited from using said **ROW**.

The insurance companies providing the above referenced coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Agreement without the **MUNICIPALITY's** prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

- * The Insurance Schedule detailed above should be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.



The Seashore at its Best

BOROUGH OF STONE HARBOR
CONSTRUCTION • ZONING
9508 SECOND AVENUE
STONE HARBOR, NEW JERSEY 08247

BUSINESS: _____

SITE ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

TELEPHONE (609) 368-6813

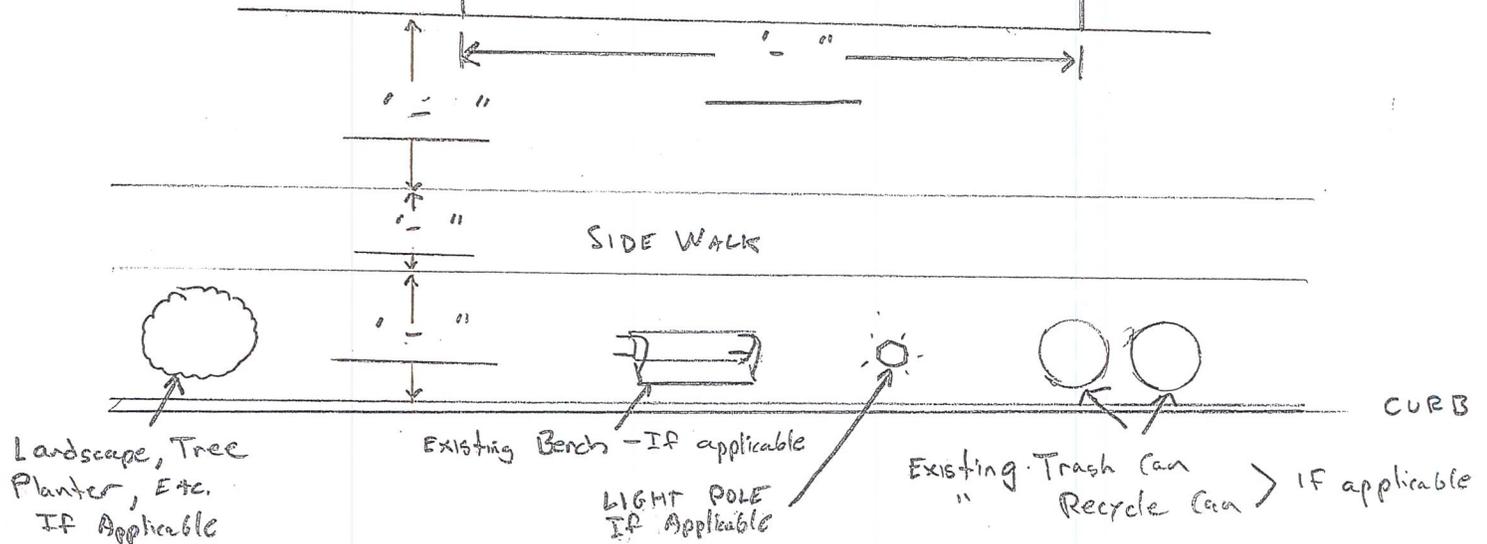
(609) 368-6814

FAX (609) 368-0628

Adjacent Business
Name

Adjacent Business
Name

JAMPLE



"The Seashore at its Best"



SHOULD YOU REQUIRE A SPECIAL ACCOMMODATION PLEASE CALL (609) 368-5102

CHECKLIST OF REQUIREMENTS

§ 380 - 6 Application and Information to be Provided.

The application for outdoor dining area license shall be on Borough forms, filled out completely, and submitted to the Zoning Officer of the Borough in accordance with the schedule set by the Borough. The following items and information shall be provided:

- A. Scaled layout of the proposed tables, chairs, and any other items necessary for outdoor dining. The plan shall include dimensions of the tables and chairs along with the pedestrian pathway and any other Borough owned facilities within the dining area, including but not limited to: light poles, benches, trash/recycling receptacles, trees, planters, and any other Borough owned property.
- B. Whether the dining establishment seeks to allow for the consumption of alcoholic beverages in the outdoor dining area, and if so, whether the dining establishment is licensed and approved by the New Jersey Division of Alcoholic Beverage Control to serve alcohol in the outdoor dining area.
- C. A detailed narrative, supported by a plan of relevant information, describing the method of serving tables, the proposed hours of outdoor service, where alcohol will be consumed at the outdoor dining area and how it will be served, and the method of outdoor litter control and trash/recycling handling.
- D. Specifications for tables and chairs that include the style, color, size, and material to be used in the outdoor dining area.
- E. A description of the adjacent buildings/businesses and how they will be affected by the outdoor dining area.
- F. A non-refundable two hundred (200) dollar application fee paid to the Borough at the time the application is being made.
- G. Proof that the County has approved the outdoor dining area in the County right-of-way, where applicable.
- H. Proof of approval from the New Jersey Division of Alcoholic Beverage Control, when applicable.

To View the Governors Executive order #150:
<https://nj.gov/infobank/eo/056murphy/pdf/EO-150.pdf>

§ 380 - 4 Outdoor Dining Design Standards.

Outdoor dining areas shall be designed and regulated as follows:

- A. The design of outdoor table, chairs, umbrellas, and all other outdoor personal property of the dining establishment shall be aesthetically consistent with the surrounding architecture. Tables, chairs, and umbrellas shall be of sufficient weight and material so as to not be affected by wind and weather.
- B. Additional signage or advertisements will not be permitted in the outdoor dining area. Signage previously approved shall remain unaffected.
- C. No table shall be greater thirty (30") inches by sixty (60") inches and shall seat no more than six (6) patrons at a sitting.
- D. The design and layout of the outdoor dining areas shall not cause any damage to Borough or County property, including any landscaping.
- E. The dining establishment will be responsible for maintaining the area surrounding the tables to the highest standards of cleanliness. No trash, bus trays, or other refuse will be permitted to be stored in the outdoor dining area.
- F. Dining establishments may begin seating patrons at 7:00 a.m. and continue until 10:00 p.m. All tables and chairs must be cleaned up and stored out of view of the public no later than 12:00 midnight. And not returned until 7:00 am.
- G. Alcohol is permitted to be consumed at tables whether served by the establishment or brought by the patrons where alcohol has been previously approved and consistent with the restaurant's approvals. Loitering in the dining area while consuming alcohol is not permitted.
- H. Dining establishments licensed to serve alcohol by the New Jersey Division of Alcoholic Beverage Control that are seeking to provide and allow for the consumption of alcohol in the outdoor dining area must strictly comply with this chapter and all other applicable laws of the Borough and State of New Jersey.
- I. Dining establishments not licensed to serve alcohol by the New Jersey Division of Alcoholic Beverage Control, that are seeking to allow patrons to consume alcoholic beverages in the outdoor dining area must strictly comply with this chapter and all other applicable laws of the Borough and State of New Jersey. In addition, no one visibly intoxicated shall be permitted to consume alcohol.
- J. Music is permitted provided noise levels are consistent with § 374-9 F, the Borough's noise ordinance.
- K. No additional outdoor lighting is permitted, with the exception of small candles or table lights, other than previously approved signs and light fixtures.
- L. Barriers, whether permanent or temporary, are not permitted without site plan approval pursuant to § 345.
- M. Food shall be purchased inside the establishment or through wait staff served at tables. Outside sales will not be permitted.
- N. The layout of outdoor tables, chairs, umbrellas and all other property shall not in any way interfere with pedestrian or vehicular safety, or with necessary access by fire, police, and ambulance personnel. A six foot (6') clear sidewalk must be maintained at all times in an area where the cross slope of the sidewalk does not exceed 2% or is consistent with the pedestrian path. Umbrellas must provide a clear seven foot (7') beneath the surrounding edge of the umbrella.
- O. The layout of the outdoor dining area, and all items therein, shall be arranged in a manner providing no less than six (6) feet of unobstructed paved passageway for pedestrians walking through the outdoor dining area. The purpose of this section is to provide pedestrians a minimum of six (6) feet of free passage at all times and under all conditions on paved areas. The minimum six (6) foot passageway shall be completely free of obstructions, including but not limited to trash and recycling receptacles, benches, trees, poles, and any other sidewalk installations.
- P. The outdoor dining area shall be permitted between the curb and building adjacent to the dining establishment. In no event shall the dining area or pedestrian passageway enter or cross a Borough or County street.